

WC 98

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah. My concerns are as follows:

1. I'm not infavor of this contanintion this will do

Please enter these comments into your permanent project records.

WC 99

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah. My concerns are as follows

1. Too close to communities

2. We have enough waste material in our area

3. I think it should be in an area more remote

Please enter these comments into your permanent project records.

WC 100

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows

1. Health Dangers (how will you contain the contaminated uranium tailings)

2. Environmental problems later on. What about the wildlife, pets, livestock, crops and vegetation.

3. Toxins for long periods of time.

4. Clean up expenses in later years.

5. Costs of keeping the above under control

6. Are skilled people taking care of this and our they protected. Are the employee's fully aware of the dangers and risk of containing tailings.

Please enter these comments into your permanent project records.

WC 101

Thank you for the opportunity to provide scoping comments for the Moab (Atlas) Millsite EIS. The National Park Service (NPS) has had long-term involvement with a wide range of issues associated with the Moab Millsite. Based on this involvement, we recommend that the EIS address the following issues.

General

1. The National Academies/National Research Council identified a number of data gaps and made several recommendations associated with the Moab Millsite. We recommend that DOE make every effort to address these data gaps and recommendations in preparing the EIS.

2. The EIS should address clean-up of lands adjacent to the Moab Millsite that are currently contaminated due to windblown tailings from the Moab Millsite (e.g., areas of Arches NP).

3. The release of dust and airborne contaminants, including respirable particles and radioactive constituents, into the atmosphere and subsequent ground deposition needs to be safely controlled during start-up, remediation and close-down activities. We recommend that continuous monitoring for airborne

contaminants released from the tailings pile be conducted in nearby residential areas, including the housing area at Arches National Park, nearby unincorporated areas and Moab City, before, during and after remediation activities, to ensure continuing safety to these areas.

4. The DOE should develop contingency plans in anticipation of harmful release of radioactive or other airborne constituents endangering nearby residential areas of Arches National Park, nearby unincorporated areas and Moab City.
5. Noise impacts, including to visitors and employees of Arches National Park.
6. Impacts to night sky (light pollution).
7. There are two small parcels of Atlas millsite property on the other side of highway 191 from the buildings and tailings pile, which abut the Arches National Park boundary. These “slivers” of land resulted when the highway was moved to its current location (the park boundary currently coincides with the former highway location). After the site is cleaned up, it may make sense for these parcels to be transferred to Arches National Park.

Issues with the cap-in-place alternative:

8. The potential for catastrophic failure of the pile and the resulting impacts to downstream resources managed by NPS in Canyonlands National Park and Glen Canyon National Recreation Area.
9. The dynamic nature of the Colorado River in terms of flooding, resaturation of the pile, and river migration (e.g., as the Colorado River and Moab Wash have migrated historically over the site).
10. Potential effects of geologic faults bounding the site on three sides (east and west branches of Moab Fault, Arcuate Fault).
11. Salt dissolution under the pile and long-term effects on stability and subsidence of the tailings.
12. Short-term and long-term impacts to aquatic resources (water quality, endangered fish, other fishery resources, macroinvertebrates, etc.), including from contaminated sediments and/or remobilization of contaminants deposited in the downstream river bed or Lake Powell.
13. Risks of radiological contaminants in the river, and potential human impacts from fish flesh consumption, drinking water, or direct human contact.
14. Groundwater corrective action plan (approach and applicable groundwater quality standards).
15. Consistency with treatment of other uranium mill tailings piles adjacent to the Colorado and other rivers in the Colorado Plateau area.
16. Comprehensive analysis of risks associated with the cap-in-place alternative.
17. Comprehensive analysis of costs associated with long-term maintenance of the site.
18. Other impacts to people – to residents, visitors and employees of Arches National Park, river users, fishing, etc.

Issues with relocation alternative(s):

18. Truck traffic (especially at entrance to Arches National Park).
19. Clean-up standards for the existing site (after removal of the tailings and contaminated sub-pile materials).
20. Post-relocation land use at the Moab Millsite. If the tailings pile is removed, this site may have potential as a restored wetland. As you may be aware, the Matheson wetlands preserve across the river is a regionally-important wetland.

We appreciate the DOE's effort on this project and look forward to working with you on the EIS.

WC 102

I favor the Klondike Flats alternative for the following reasons:

- 1) rail transportation would eliminate the need for transport on highways and through towns.
- 2) the site is favorable from a geological and hydrogeological standpoint.
- 3) The material would be isolated from populated areas.
- 4) I do not favor building a slurry line or trucking material for recovery. Uranium values in this material are not significant.
- 5) I do not favor leaving the material on site.
- 6) The State of Utah favors moving the material from the site.

I favor this alternative as a private citizen, my comments do not necessarily reflect any position of my current or past employers. I currently work for the Colorado Department of Public Health and Environment, and formerly worked for various contractors at the DOE facility in Grand Junction.

WC 103

Thank you for taking time to meet with representatives of Nielsons Skanska, Inc. and Umetco Minerals Corp. on February 12, 2003. I believe that our discussion of the suitability of the Green River site as a permanent repository for the Moab tailings was very beneficial. To reiterate our discussion yesterday, we believe that there are a number of important issues that should be given serious consideration in the selection of a site for final disposal of the Moab tailings. In your study and evaluation of all alternatives for permanent disposal of the Moab tailings, please consider the following advantages of utilizing the Green River site:

Non-proliferation of sites. The existing DOE Site at Green River, Utah is the permanent repository for uranium tailings remediated under the Uranium Mill Tailings Radiation Control Act of 1978. Existing site ownership has been transferred to the DOE and the State of Utah, and the DOE is responsible for long-term surveillance and maintenance of the facility. There is sufficient private property surrounding the existing site to allow room to expand the repository to accept the Moab tailings. Selection of the Green River site ensures that yet another site is not created for which the US Government is responsible for long-term surveillance and maintenance. This should be considered an advantage over either the Klondike or Crescent Junction sites.

Availability of construction water. A conservative estimate of 400,000 mgal of water will be needed to construct a disposal repository, place and compact tailings, clay liner material and radon attenuation material, and for dust control purposes, regardless of the final repository location. Neither the Klondike nor Crescent Junction site has ready access to the water needed to support construction, and if either of these sites is chosen, all of the water needed for construction will have to be pumped or hauled to the disposal site, most likely from the Colorado or Green River, at tremendous cost to the Government. However the Green River site we propose is adjacent to the Green River, making access to construction water a simple process. Further, Umetco owns water rights, and is willing to make them available if the Green River site is selected.

Access to existing rail transportation facilities. Clearly, if the Moab tailings are to be moved from their present location, transporting them by rail to the disposal site should prove to be the safest and most economical form of transportation. Although both the Klondike and Crescent Junction sites could be accessed by constructing extensive rail spurs and sidings, the Green River site can be accessed by constructing a simple, short and relatively inexpensive siding. Again, the Green River site presents distinct advantages over either of these alternative sites.

Environmental suitability of Green River site. There exists a large amount of environmental data on the Green River site that was developed prior to the site being selected as a repository for the previous UMTRCA project. The previous studies, and the data developed then, can be utilized to confirm that the Green River site is a viable option for permanent disposal of the Moab tailings. Additional, limited site investigation would be necessary, but the existence of studies and data which the DOE has already paid for under the previous project would speed the planning and engineering process and reduce overall project costs as compared to any other alternate location.

Availability of private land for expanded repository. Umetco owns sufficient property surrounding and adjoining the existing Green River site to allow room to construct the larger repository needed to contain the Moab tailings. This private property will be made available for the project if the Green River site is selected and our Team enters into a partnership with the DOE to complete the work.

Minimization of environmental impact. The Green River site has been disturbed by previous activities, including the operation of a uranium concentrator, and already contains a tailings repository. By comparison, the large-scale construction of an entirely new disposal facility in a undeveloped location such as Klondike Flats or Crescent Junction would greatly increase the cumulative environmental impacts from the Moab project. Selection of the Green River site would reduce the overall environmental impact resulting from the Moab project.

Safety issues. A project such as this creates major safety issues that the DOE must consider in evaluating all of the potential sites. One of these issues is the transportation of workers from the local communities to a remote project location, creating heavy use of the highways, possibly resulting in serious accidents, injuries and deaths. If the Green River site is selected, much of the work force will come from residents of the two communities where the work will occur,

Moab and Green River. This in and of itself will result in shorter distances the workers must travel in order to reach their jobs, directly reducing the likelihood of traffic accidents resulting from this project. Given an average of 125 hourly and supervisory employees working on the project for an estimated duration of five years, the difference between disposal at the Green River site versus either the Klondike or Crescent Junction site could result in nearly 5,000,000 fewer passenger miles traveled by workers between their homes and job, over the course of the project. This factor alone should make the Green River site a more attractive option than either the Klondike or Crescent Junction alternatives.

Available local work force and infrastructure support. The cleanup of the Moab site, and transportation and disposal of the tailings could easily create in excess of 100 jobs for a period of five years in the Moab/Green River areas. Most of these jobs will be filled by residents of the local communities, bringing significant economic stimulus to Grand County residents. The Green River community particularly would benefit from the increased economic activity, and the existing local infrastructure of motels, restaurants and shopping would benefit the project.

Unique opportunity for public/private partnership. The Nielsons Skanska/Umetco Team is uniquely qualified to join with the DOE in a true public/private partnership to complete this project if the Green River site is selected. Nielsons Skanska has a long history of successful uranium tailings remediation projects, including work under the UMTRA Program, as well as work for many private uranium millsite owners. Umetco likewise has designed, permitted and managed the remediation of several of its own millsites, and has in-house design, permitting, health physics, quality control and construction management capabilities.

The Nielsons Skanska/Umetco Team is qualified to provide the DOE with a turnkey approach to the project that allows the DOE to keep control of the process and outcome. This approach would utilize our Team's expertise, knowledge and capabilities to complete the project safer, more quickly and at lower total cost than the other potential disposal sites.

We believe that the Green River site provides clear advantages for disposal of the Moab tailings over the other alternatives under consideration, and that these advantages will be further developed and quantified during the EIS process. Again, thank you for the time that you and other members of the DOE staff spent with us. We would be happy to answer any further questions you might have, or to develop additional information that assists the DOE in evaluating the Green River site.

WC 104

I wish to register my concern and very avid objection to even considering movement of radioactive waste by any means within the State of Utah, and more into or through Grand, Emery and Carbon County... And to further dispose of this material in a land fill that was not designed or intended to be used for that purpose.

As a resident of Carbon County and land owner in Utah, Carbon and Emery Counties I find it objectionable to believe that the federal government, or any political sub-divisions thereof would, with intent impact my ability to make a living and raise my children and grand children

up in a safe and secure manner, to say nothing of the loss of value to our property and economic sustainability.

The watershed downstream from where you are considering dumping this material is part of some of our private lands and grazing allotments. The impact of cattle involved in a contamination situation could rival BSE or Anthrax for our American consumers. But what about our economic stability. Me and mine have an equal right to live and pursue happiness the same as guaranteed to any other American. I claim that right.

This watershed also drains into the Price River, which drains into the Green River, which Drains into the Colorado, so you are only increasing the area of possible contamination not controlling or reducing it.

Leave the material where it is and build up the site in any way you can to increase the containment security level, will be cheaper and will not be as likely to cause public exposure as disturbing and exposing the contaminated material to the air.

All of the residents of Eastern Utah have the right to expect the same freedoms as any other American. Explain why the BLM is increasing the agenda of creating more monuments, and wilderness areas all through our area, while at the same time making it more impossible to make a living here, and on the other side the DOE is considering transporting and storing radio-active tailings through the remaining public lands.

WC 105

I strongly oppose any possible plans to move Grand County's contaminated uranium tailings to the East Carbon Development Corporation ("ECDC") site in Carbon County, Utah. I have been contacted by many local citizens who likewise adamantly oppose such a proposition. The ECDC site is not presently licensed to receive radioactive materials. Any modification of the ECDC permit that might allow storage of such toxic waste would not be in the best interest of the citizens of this County. The shipping of such materials to ECDC, as well as storage, would present a substantial threat to the citizens who live in close proximity to ECDC and throughout the county, to groundwater, to agricultural activities, and to other matters of vital importance to the area.

I have spoken with at least two of the Grand County Council Persons, who have stated that they too oppose shipping the waste to ECDC. They believe they have a better location in their own county for such purposes or have identified other more suitable alternatives.

WC 106

Additional Comments on Proposed Slurry Pipeline for Moab, Utah Project

- 1) What type of slurry pipeline will be used? “
- 2) What will the typical operating velocities be for the system? How many feet per second will the slurry run through the pipeline?

- 3) What type of pipe will be used in the system? What size pipe will be used?
- 4) How much pipe will be used for each of the alternative sites under consideration?
- 5) How long an "operating life" will the system be designed for? Is there a plan for rotating or replacing pipe during the lifetime of the system?
- 6) Will the pipeline be designed with a corrosion film on the pipe wall? Will a "corrosion inhibitor" be used in the system? What "corrosion inhibitors" are under consideration?
- 7) Will the pipeline be above ground or buried?
- 8) What type of pumps will be used in the system? How many pumps will be used per mile of pipeline? How will the action of pump impellers affect particle size and/or particle attrition?
- 9) What type of generating plant will be used for a system? Where will it be located? What is the estimated annual electricity use for each of alternative sites?
- 10) How much water will be used by the system? What is the total water use anticipated for the entire remediation process? Where will the water originate? How will it be pumped into the system? What percentage of the water can be saved for recirculation? What percentage of water will be used to cool the generating plant? Will any recirculated water be discharged from the system?
- 11) Will it be necessary to pulverize or grind the tailings for the slurry pipeline? If so, how will they be pulverized or ground? Where will this take place? What measures are planned for dust control? How will air quality be monitored and measure?
- 12) How will the slurry be dewatered? Will cetrifugation, chemical flocculation, vacuum filtration or heating be used? If an evaporation pond is used, where will it be located? How will an evaporation pond be lined? What is the design life of any planned evaporation pond? How will any recovered water not used at the end of the project, be disposed of?

Construction Impacts:

- 1) What is the specific course planned for slurry pipelines to each alternative site under consideration? Will pipelines pass through, or near any biologically sensitive areas including surface streams, rivers, marshes, ponds, or refuge areas?
- 2) Will the slurry pipeline impact archaeological or culturally significant sites?
- 3) How long will construction of pipelines for each of the alternatives take?
- 4) How will surface vegetation be cleared?
- 5) Will blasting be needed for construction of any of the slurry pipelines to alternative sites under consideration?
- 6) Will the state or federal government be asked to exercise "right of eminent domain" for any of the pipelines under consideration?
- 7) Will any animal communities including but not limited to endangered species be affected by construction of any of the pipelines? What types of surveys are planned for assessing the what plant and animal communities might be affected, and how construction would impact habitat?
- 8) What types of construction equipment will be used for: clearing and grading? Trenching? Stringing, Bending? Moving and lowering pipe sections into place?
- 9) What types of clean-up and restoration activities are planned?

- 10) What types of activities are planned to deal with the increased hazard of fire during construction?
- 11) What types of activities are planned to deal with the effects of disrupting soil and destroying vegetation during construction? Specifically, what plans have been made to deal with alteration of drainage patterns, soil erosion, and pollution of ground water by construction activities?
- 12) How will dust-particle emissions and noise pollution be mitigated during the construction process?
- 13) What plans are in place to protect occupational health and safety of workers during the construction of slurry pipelines?

Operational Impacts

- 1) What impact will additional electricity used to operate slurry pipelines, have on air quality?
- 2) What plans are being formulated to deal with pipeline ruptures and accidental slurry spills?
- 3) What is the risk of washouts of slurry pipelines by floods? How will that risk be mitigated?
- 4) What will be done with the slurry pipeline once all of the tailings have been moved from the Moab site to an alternative site?

WC 107

Please keep the mining waste out of the ecdc facility in East Carbon Utah. It is not wanted here! Let Moab keep the mess and contamination there. The health of this community and the potential hazards from this type of waste should be reason enough to keep it where its at. The people of this area did not generate or make this waste. Let the good citizens of Moab take care of their own mess. I wish the citizens of this area would have kept ECDC out of here as well.

WC 108

Enclosed are comments from Greenaction for Health and Environmental Justice on the Moab, Utah Project.

I will also fax and mail the comments.

This will also confirm your agreement that the archaeological studies referenced in our comments (that were done for the original siting of the White Mesa Mill) will be incorporated into the scoping process.

Thank you for considering our comments.

Greenaction for Health and Environmental Justice submits the following scoping comments for the draft Environmental Impact Statement on the proposed remediation of the Moab Uranium Mill Tailings Site in Grand County, Utah.

We submit these comments on behalf of and at the request of our constituents and members in San Juan County and Grand County, Utah as well as in communities and Native Nations living along and near the Colorado River in Nevada, California and Arizona.

Summary:

The Department of Energy must reject the No Action Alternative and instead must move the radioactive and toxic materials from the Moab Tailings Site to a more secure, safe and appropriate location. Although additional information is necessary to evaluate many of the possible off-site alternatives, the White Mesa Mill must be immediately rejected and excluded from any and all consideration.

An off-site alternative must be chosen that is most protective of human health and the environment, minimizes impacts on wildlife and sensitive ecosystems, protects invaluable cultural and aesthetic resources, and complies with all legal mandates including environmental justice, trust responsibility to Native Nations and Native peoples, and protection of sacred sites.

In addition, the Department of Energy (DOE) must address its failure to: adequately explore the implications of remediation alternatives on the cost and practicability of cleanup of contaminated groundwater on the Moab site, take “a precautionary approach, that is, one that is self-consciously risk averse and therefore takes remedial actions even when harm is not clearly demonstrated, argues for erring on the side of contaminant reduction and removal to safer locations” as recommended by the National Academy of Sciences recommendations for long-term management of DOE sites, fails to estimate and budget for contingencies that are sure to arise, spends too little attention on characterizing alternatives other than cap-in-place, especially with regard to site geology, soils, hydrology, the presence of threatened and endangered species, aesthetic impacts, archaeological and sacred sites and environmental justice, provide adequate information about the several off-site alternatives including White Mesa, Green River, Crescent Junction, East Carbon and Envirocare.

I. The White Mesa Uranium Mill must be immediately rejected as an alternative:

The Department of Energy is legally and factually mandated to reject the White Mesa Uranium Mill owned by International Uranium Corporation as a possible off-site alternative for disposal of the material from the Moab site.

The White Mesa Mill is located immediately adjacent to the White Mesa Ute Reservation, and just a few miles from the Navajo reservation. Tribal members of the White Mesa Ute reservation, along with the Ute Mountain Ute Tribe, are in opposition to bringing the toxic and radioactive material from the Moab site to the White Mesa mill. Tribal members have testified in the scoping meetings – and historically – about their concern of health impacts from the treatment and disposal of toxic and radioactive material so close to their homes and on land that is profoundly sacred.

The problems with the White Mesa site cannot be mitigated and therefore the site cannot be considered as a reasonable alternative. Greenaction joins tribal members in identifying the following reasons that the White Mesa Mill must be rejected immediately from consideration:

IUC White Mesa Mill is too close to a populated area – the White Mesa Ute Reservation: The White Mesa Mill's location directly next to the White Mesa Ute Reservation makes it an unacceptable location for treating and disposing of the toxic and radioactive material from Moab. Its close proximity to the reservation creates an unacceptable health risk to local residents. Moving the contaminants next to a populated community would violate one of the goals of the Moab remediation project – protecting public health by moving the tailings pile away from an area where harm could occur.

Bringing Moab contaminants to White Mesa Mill would directly and illegally desecrate ancient sacred, cultural and archaeological sites known to be at White Mesa:

It is a well-documented fact that the White Mesa Mill was built directly on top of and next to more than 200 known archaeological sites, including many ceremonial kivas, burials, habitation and storage sites, pottery and other important artifacts.

Although the desecration of these sacred, cultural and archaeological sites that has already occurred at White Mesa during construction and operation of the White Mesa Uranium Mill cannot be undone, further desecration can and must cease immediately. The Department of Energy is prohibited as a matter of law and public policy to authorize further desecration of sacred sites.

During the scoping meetings held in January by the Department of Energy in Moab, Blanding and White Mesa, White Mesa Ute people spoke of the sacred sites at and next to the White Mesa Uranium facility.

The U.S. government has had direct knowledge of the sacredness and cultural value of White Mesa since before the facility was first built. A number of archaeological studies were done on this site for the mill project proposal, and the "Final Environmental Statement related to operation of White Mesa Uranium Project, Docket No. 40-8681" performed by the U.S. Nuclear Regulatory Commission in May 1979 also documents and acknowledges the significance of White Mesa.

We incorporate the following documents into our scoping comments, and the Department of Energy would have to acknowledge and incorporate these documents into any Environmental Impact Study being done on the Moab remediation project if you were to further consider the IUC White Mesa Mill as a possible off-site alternative.

Final Environmental Statement related to operation of White Mesa Uranium Project, Docket No. 40-8681" performed by the U.S. Nuclear Regulatory Commission in May 1979

Archaeological Excavations on White Mesa, San Juan County, Utah, 1979 by Laurel Casjens, et al, Antiquities Section (For Energy Fuels Nuclear, Inc) Volume I, Chapters 1 thru 7, June, 1980.

Archaeological Excavations on White Mesa, San Juan County, Utah, 1979 by Laurel Casjens, et al, Antiquities Section (For Energy Fuels Nuclear, Inc) Volume I, Chapters 8 thru 11, June , 1980

Archaeological Excavations on White Mesa, San Juan County, Utah, 1979 by Laurel Casjens, et al, Antiquities Section (For Energy Fuels Nuclear, Inc) Volume I, Chapters 12 thru 19, June 1980

Archaeological Excavations on White Mesa, San Juan County, Utah, 1979 by Laurel Casjens, et al, Antiquities Section (For Energy Fuels Nuclear, Inc) Volume I, Chapters 20 thru 25

White Mesa Archaeological Survey, Preliminary Report by Laurel A. Casjens and Gregory L. Seward, for Energy Fuels Nuclear, Inc., February, 1980

Excavations at 42Sa6384, White Mesa, San Juan County, Utah, by Kay Sargent for Energy Fuels Nuclear, Inc, November 1979

An Intensive Cultural Resource Inventory Conducted on White Mesa, San Juan County, Utah, by Richard A. Thompson, Southern Utah State College, December 7, 1977, International Learning and Research, Inc., submitted to the Bureau of Land Management and to the Antiquities Section of the Utah Division of State History in behalf of Energy Fuels Nuclear, Inc.

On page 2-17 of the Final Environmental Statement related to operation of White Mesa Uranium Project, Docket No. 40-8681” performed by the U.S. Nuclear Regulatory Commission in May 1979 is study (Section 2.5.2.3 “Archaeological Sites”) it states in relevant part:

“Archaeological surveys of portions of the entire project site were conducted between the fall of 1977 and the spring of 1979. ..During the survey, 121 sites were recorded and all were determined to have an affiliation with the San Juan Anasazi who occupied this area of Utah from about 0 A.D. to 1300 A.D. All but 22 of the sites were within the project boundaries....”

On page 2-19 the report states: “Archaeological test excavations were conducted by the Antiquities Section, Division of State History, in the spring of 1978, on 20 sites located in the area to be occupied by tailings cells 2, 3, and 4. Of these sites, twelve were deemed by the State Archaeologist to have significant National Register potential and four possible significance. The primary determinant of significance in this study was the presence of structures, though storage features and pottery artifacts were also common. In the fall of 1978, a surface survey was conducted on much of the previously unsurveyed portions of the proposed mill site. Approximately 45 archaeological sites were located during this survey, some of which are believed to be of equal or greater significance than the more significant sites from the earlier study.”

On page 2-20 the report states that “The determination by the Keeper of the National Register on April 6, 1979, was that the White Mesa Archaeological District is eligible for inclusion in the National Register.”

The archaeological study done by Laurel A. Casjens and Gregory L. Seward for Energy Fuels Nuclear (Preliminary Report, White Mesa Archaeological Survey, February, 1980) surveyed

approximately eight square miles on White Mesa. “Two hundred and sixteen prehistoric and two historic archaeological sites and two paleontological sites were located.” (page x, Abstract).

The numerous archaeological studies referenced above include detailed descriptions of the many sacred and other cultural and archaeological sites at White Mesa. These studies include many descriptions and photos of sacred ceremonial kivas, habitation and storage structures, pottery and other artifacts. It is acknowledged that the Anasazi people used this area heavily for over 1200 years, living and dying here. These studies also document the destruction of many of these sites, including photos of backhoes being used to “salvage” sites.

Unfortunately, the federal government has consistently ignored and violated mandates to protect the sacred, cultural and archaeological sites at White Mesa, allowing the ongoing treatment and disposal of radioactive and toxic material to unequivocally desecrate these sites.

The Department of Energy is prohibited from allowing the desecration of sacred, cultural and archaeological sites such as those present at White Mesa, and from allowing disproportionate and discriminatory impacts on the minority and low-income residents of White Mesa and nearby Native communities.

Executive Order 13007, May 24, 1996: Protecting Indian Sacred Sites:

The Department of Energy must comply with the mandates of Executive Order 13007 and protect Indian Sacred Sites at White Mesa. The Executive Order 13007 states in relevant part:

“..in order to protect and preserve Indian religious practices, it is hereby ordered:

Section 1. Accommodation of Sacred Sites. (a) in managing Federal lands, each executive branch agency with statutory or administrative responsibility for the management of Federal lands shall, to the extent practicable...(2) avoid adversely affecting the physical integrity of such sacred sites.”

Section (iii) defines “Sacred Site” as follows: “any specific, discrete, narrowly delineated location on Federal land that is identified by an Indian tribe, or Indian individual determined to be an appropriately authoritative representative of an Indian religion, as sacred by virtue of its established religious significance to, or ceremonial use by, an Indian religion, provided that the tribe or appropriately authoritative representative of an Indian religion has informed the agency of the existence of such a site.”

The presence of significant sacred Indian sites at White Mesa, including federal public lands near the IUC facility, is fully documented. The treatment and disposal of toxic and radioactive materials at the mill impact the sanctity of these sites.

- **Archaeological and Historic Preservation Act and National Historic Preservation Act;**

The Department of Energy acknowledges in your Draft Preliminary Plan for Remediation that “Cultural resources are protected by these acts and by their implementing regulations. The regulations at 36 CFR 800 require federal agencies to take into account the effect of their proposed action on a structure or object that is included on or eligible for the National Register of Historic Places and establishes procedures to identify and provide for preservation of historic and archaeological data that might be destroyed through alteration of terrain as a result of federal action.” These Acts would thus prohibit the Department of

Energy from approving further desecration of the many known significant sacred and archaeological sites at White Mesa.

Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.

The Department of Energy must comply with the mandates of the Executive Order on Environmental Justice and therefore must reject the White Mesa Uranium Mill as a possible site for the Moab radioactive and toxic materials.

This Executive Order prohibits federal agencies from taking action that would have a discriminatory impact on minority and low-income populations such as the residents of the White Mesa Ute Reservation living next to the IUC facility.

The Executive Order states that “each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.”

The Order further acknowledges that federal decisions must help protect minority and low-income populations’ subsistence consumption: “In order to assist in identifying the need for ensuring protection of populations with differential patterns of subsistence consumption of fish and wildlife, Federal agencies, whenever practicable and appropriate, shall collect, maintain, and analyze information on the consumption patterns of populations who principally rely on fish and/or wildlife for subsistence.”

The Department of Energy is thus mandated to make achieving environmental justice part of its mission. The treatment and disposal at White Mesa of toxic and radioactive material from the Moab site would have a discriminatory and disproportionate impact on the people of color and low-income population of the White Mesa Ute reservation and nearby Navajo residents as well. Health, environment, subsistence and sacred and cultural sites would all be threatened and disproportionately impacted in violation of the Executive Order on Environmental Justice.

Therefore, the Department of Energy thus cannot allow toxic and radioactive materials to be sent to the White Mesa Uranium Mill located directly next to the White Mesa Ute Reservation and directly on top of and next to sites with profound sacred, cultural and archaeological significance.

Federal Trust Responsibility to Indian People:

The Department of Energy is mandated to uphold federal trust responsibility to Indian tribes and Indian peoples. Authorizing the treatment and disposal of toxic and radioactive materials so close to the White Mesa Ute Reservation and on top of and next to so many documented sacred sites would violate federal trust responsibility.

This trust responsibility includes the requirement of full consultation and coordination with Indian Tribal governments as set forth in Executive Order 13175, November 6, 2000. The Ute Mountain Ute Tribe is on record opposing the possible shipment of the Moab uranium tailings materials to the White Mesa Uranium Mill, and the Tribe’s position must be respected.

Threat of groundwater contamination: The toxic and radioactive material threatens groundwater needed by nearby residents at White Mesa and other nearby areas. Bringing an enormous amount of toxic and radioactive material from the Moab site for storage, treatment, disposal and “evaporation” threatens groundwater. The IUC proposal to use vast – but unquantified – amounts of water to slurry

Air Pollution: The toxic and radioactive material can contaminate the White Mesa community and other nearby residents through air pollution. The area around White Mesa has frequent high winds that can spread the contamination onto the reservation.

Impact on Wildlife: Ute and Navajo people living in the vicinity of the White Mesa Mill have reported that deer and other animals have been increasingly having tumors. Local residents also report that wildlife frequently are present on the site of the IUC facility.

Impact on Subsistence: Some Ute and Navajo people living near the IUC facility practice subsistence hunting, and additional toxic and radioactive materials at the IUC facility poses a risk of contamination of wildlife hunted for food by local residents.

Impact on Gathering and Use of Medicinal Herbs and Plants: Some local Ute and Navajo people gather and use medicinal herbs and plants from White Mesa. They are fearful that these important herbs and plants used for medicine and ceremonies are being contaminated.

Proposed slurry line would waste and contaminate vast amounts of scarce water resources and have significant negative impacts on the environment that cannot be mitigated: IUC has failed to provide information on how much water would be needed for their proposed slurry line to bring the Moab material to their mill at White Mesa. It is clear, however, that massive amounts of water would be needed for this project. It is also clear that the water would become contaminated after being used to slurry the toxic and radioactive materials. Using valuable water resources to slurry contaminated material is unwise at any time, but is reckless at a time of drought.

The contaminated water ultimately would be placed in evaporation ponds. These evaporation ponds are unacceptable for several reasons: (1) new areas would be constructed on to build the ponds, further desecrating the sacred sites in the area; (2) contaminants would be evaporated into the air, and (3) contaminants would eventually reach the soil and groundwater as all evaporation ponds will leak at some point, even if lined.

Building a giant slurry line all the way from the Colorado River to White Mesa would have an enormous negative impact on the environment. Both the construction of the pipeline itself, and possible spillage if the slurry pipelines would break, are significant impacts that cannot be mitigated. In addition, the slurry pipeline would go through an area that in its entirety is rich in archaeological sites, has great natural beauty unique in the world, and may also contain endangered species. Impacts on the environment, wildlife, archaeological and aesthetic impacts would have to be analyzed for every foot of the proposed pipeline – timely and costly endeavor that can be avoided by acknowledging the slurry pipeline would have a major significant negative impact and cannot be approved.

- **Toxic waste and toxic debris should not be sent to the IUC facility:**

It is acknowledged that toxic waste was dumped in the vicinity of the Moab tailings pile. It is also acknowledged that toxic and radioactive debris is at the site and would be sent to any off-site alternative chosen. It is inappropriate to take this material to a facility licensed as a uranium mill.

(11) Approval of White Mesa Mill Alternative Would Trigger Significant Protests:

Approval by Department of Energy of White Mesa as the alternative would trigger legal challenges as well as significant peaceful but direct protests by tribal members, Greenaction and other local residents. The high cost of responding to these legal actions and protests and the resulting delays in proceeding with the project must be evaluated.

(12) White Mesa was not properly identified in Scoping documents or Federal Register:

As White Mesa was not properly identified in either the scoping documents or Federal Register, it cannot be considered. The Federal Register and other Department of Energy documents and maps completely omitted the fact that the White Mesa Ute reservation is the closest community to the IUC facility – the reservation was not even mentioned in any notice, document or map to date in the scoping process. The failure to acknowledge the existence of the White Mesa Ute reservation and its proximity to the IUC facility is a serious defect in your notice and process.

(13) Failure to Translate Testimony in Navajo Language Is a Serious Defect in Scoping Process:

Although a scoping meeting was held for the Navajo Nation, it was held in Blanding and not on the reservation – meetings should have been held in Blanding and on the Navajo reservation. At the meeting for the Navajo Nation, a Navajo Elder testified. Her testimony was not taken or recorded – completely ignored. In addition, a Navajo and myself both then asked for translation so the Elder's testimony could be recorded and so the public would understand what she said. The Department of Energy facilitator's response was to demand I be quiet and rejected my complaint and failed to register my objection to testimony not being translated or recorded. The failure to translate the Elder's comments and the failure to register my objection to the lack of translation is an error in your process and a violation of environmental justice.

II. The Moab tailings pile must be moved to a safe and appropriate site away from the Colorado River:

The National Academies Board on Radioactive Waste Management has stated that tailings at the Moab site “represent a hazard that essentially lasts forever.” Given the almost unlimited nature of the risk to environment and health posed by the cap-in place option, an off-site alternative must be chosen - especially since a groundwater interim action is already planned to mitigate the immediate risks posed by contaminants reaching the Colorado River.

(1) Groundwater Remediation:

Since groundwater treatment is required under all alternatives, it is unfortunate that it has been given so little prominence in the “prescoping” process. The National Academy of Sciences Board on Radioactive Waste Management states that there are still “unresolved questions” with regard to “understanding interactions between water and the pile, and designing a cleanup plan for contaminated water. It seems premature to decide as the DOE has, that “after contaminant concentrations are significantly decreased by the active remediation, natural flushing processes will reduce concentrations to acceptable standards within the 100-year regulatory time frame”

and that “groundwater remediation and compliance strategy will be essentially the same for the cap-in-place, treatment, or off-site disposal alternatives...”

It is not clear that any remediation effort in a cap-in-place alternative would not be ongoing, exceeding the 100-year time limit imposed by EPA groundwater standards since the contaminant plume in groundwater would remain covered by the disposal cell and not available for remediation. It is clearly beyond the current technology to engineer a cap that would prevent “significant infiltration” of water through either precipitation or flooding that would have an indefinite life. According to the NAS, the DOE’s general experience at other mill-tailings sites suggests that the hydraulic conductivity of the cover should be expected to increase by one to two orders of magnitude over time. Thus, recharge rates of water infiltrating (or draining) through the pile could be substantially larger than now estimated...” They conclude that it is hard to imagine a response to these events that does not rely in some way on active institutional management over the long term (i.e., beyond the regulatory time frame of 100 years for active institutional management of ground water remediation).

(2) Long-term Risks

It seems clear that any selected alternatives should minimize risk not only for the near-term, but also for the foreseeable future. In this regard, the cap-in place alternative must be rejected for several major reasons:

- The site is located adjacent to the Colorado River, a major water and recreational resource for tens of millions of people;
- It is within 1 mile of Arches National Park, 12 miles from Canyonlands National Park, and directly across the river from Moab Marsh;
- The site sits on at the confluence of the Moab Wash, an ephemeral stream that flows into the Colorado River during periods of high precipitation and snowmelt.
- It is also immediately adjacent to the upper boundary of the 100-year flood plain of the Colorado River. As recently as 1984, the site was flooded and anecdotal evidence suggests that water may have risen at least four feet up the base of the pile. More recent flooding occurred in the last few years.
- The trace of the Moab Fault runs directly beneath the tailings pile. “From July 1979 to June 1987, about 1,100 earthquakes up to magnitude 3.3 were recorded within a 125-mile radius of Moab”
- Finally, there is a rising demand for land in the Moab area since it is a popular recreational destination. Over time, development will increase the risk both for human exposure due to natural accidents, and for human intrusion into the pile.

Given the almost unlimited time frame for management of a disposal cell, and the impossibility of engineering for all contingencies, it appears that a solution utilizing the Moab site fails to take a “precautionary approach, that is, one that is self-consciously risk averse and therefore takes remedial actions even when harm is not clearly demonstrated, argues for erring on the side of contaminant reduction and removal to safer locations” as recommended by the National Academy of Sciences recommendations for long-term management of DOE legacy waste sites.

A prudent and consciously risk-averse approach would preclude locating even a “stabilized” pile in a floodplain, especially with an active seismic fault running underneath. In addition, there are

serious unanswered questions about the effectiveness of groundwater remediation if the pile remains in place. The pile needs to be moved away from the Colorado River.

III. Budget Contingencies:

Although assigning costs to contingencies is uncertain at best, it would be prudent to assume that unforeseen exigencies will occur over the lifetime of remediation. If cost is used as the main criteria for selecting an alternative, some budgetary weight must be assigned to alternatives that present more foreseeable risks for contingencies over the long-term. Of the two alternatives under discussion, cap-in-place offers the most uncertainties, especially with regard to the term of groundwater remediation, and the risk of catastrophic disposal cell failure through flooding, seismic instability, or lateral migration of the Colorado River. Also, the costs and delays associated with legal action and protests if the White Mesa Uranium Mill or cap-in-place are chosen must be evaluated.

IV. Inadequate Characterization of Alternatives

It is clear from the report that the cap-in-place alternative has received the most attention from the Department of Energy. Since the DOE did not perform any characterization or modeling activities, information used to complete the plan was extracted from existing documents such as the U.S. Nuclear Regulatory Commission's 1999 final Environmental Impact Statement and the Moab Trustee report of the hydrogeologic and geochemical characteristics of the site. Since other alternatives have not received equal scrutiny, there is a dearth of information characterizing their suitability for a disposal site. Before a site selection decision is made, more complete information is needed on archaeological sites, threatened and endangered species, hydrology, geology, and soils at alternative sites and environmental justice impacts.

V. Klondike Flats Alternative:

Full study should be done of the Klondike Flats and other off-site alternatives (however the White Mesa alternative needs to be immediately excluded). On page 2-13 of your Draft Preliminary Plan for Remediation additional concerns are raised due to confusing statements. Your document says a "riprap source has been identified 17 miles south of the Moab site on private property referred to as the Kane Creek site." You must study the impacts of creating a new quarry site at that location, and also determine if that is really the Kane Creek area. We have concerns about a new industrial development 17 miles south of Moab, and all impacts of such a development must be studied.

In addition, your draft plan then states that the riprap would be "...transported to the relocated site by rail," but there is no rail line there. Will you build a rail line? If so, that would have enormous additional negative impacts and cannot be approved.

The plan also states that the commercial pit in Spanish Valley would be used for gravel and cobbles. That facility has concerned neighbors in both San Juan and Grand County due to noise and air pollution, and the increase in pollution, noise and truck traffic must be fully evaluated.

WC 109

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows

1. Health Dangers (how will you contain the contaminated uranium tailings)
2. Environmental problems later on. What about the wildlife, pets, livestock, crops and vegetation.
3. Toxins for long periods of time.
4. Clean up expenses in later years.
5. Costs of keeping the above under control
6. Are skilled people taking care of this and our they protected. Are the employee's fully aware of the dangers and risk of containing tailings.

Please enter these comments into your permanent project records.

WC 110

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows

1. Health Dangers (how will you contain the contaminated uranium tailings)
2. Environmental problems later on. What about the wildlife, pets, livestock, crops and vegetation.
3. Toxins for long periods of time.
4. Clean up expenses in later years.
5. Costs of keeping the above under control
6. Are skilled people taking care of this and our they protected. Are the employee's fully aware of the dangers and risk of containing tailings.

Please enter these comments into your permanent project records.

WC 111

Please consider this as my official objection to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County Utah.

My concerns are as follows:

1. The health of residents in Moab has been affected i.e. higher rates of cancer etc., why move these tailings to a new location and affect a new population?
2. The safety issues of moving/ transporting the tailings 100 miles to East Carbon. (further contamination)
3. Two lane highway that is already over crowded.
4. Impact on water, air, and land in Carbon County.

5. We have a hard time keeping jobs in this county, if we are known for radioactive waste, we will have a harder time attracting businesses and new jobs. We won't be able to sell our homes to move for new jobs outside of the county.

Please enter these comments into your permanent project records.

WC 112

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows

1. Health Dangers
2. Environmental problems later on
3. Toxins for long periods of time.
4. Clean up expenses in later years.
5. Costs of keeping the above under control

Please enter these comments into your permanent project records.

WC 113

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows

1. Health Dangers
2. Environmental problems later on
3. Toxins for long periods of time.
4. Clean up expenses in later years.
5. Costs of keeping the above under control

Please enter these comments into your permanent project records.

WC 114

Please consider this as my official objection to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County Utah.

My concerns are as follows:

1. Health & safety for those people from Moab to East Carbon.
2. Health with live stock / crops in area of fill.

3. Our water supply in a surrounding areas & miles away.
4. The lack of safety/ interest in safety as time goes by, with management cutting corners to save.
5. The site should be as close as possible to waste.
6. The original agreement said no radioactive or contaminated wastes to be dumped at site.

Please enter these comments into your permanent project records.

WC 115

Please consider this as my official objection to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County Utah.

My concerns are as follows:

1. Health problems that would occur.
2. We want a healthy environment for our children.

Please enter these comments into your permanent project records.

WC 116

Please consider this as my official objection to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County Utah.

My concerns are as follows:

1. It is just not a safe thing to have come to our area.
2. Do not want contaminated tailings in our area - too dangerous.

Please enter these comments into your permanent project records.

WC 117

I understand one of the options you are considering for relocation of the Moab Tailing is to place them by Klondike Flats. I am opposed to such a move as the area is a somewhat pristine area heavily used by mountain bikers.

It would also seem that moving the tailing to Klondike Flats would significantly increase truck traffic on the already heavily used roads in the area. This does not appear to be a wise move considering this area is heavily frequented by tourists who come to see Arches National Monument as well as mountain bikers and people with four wheel drive vehicles.

Alternative disposal options should be chosen.

WC 118

The National Academies; Board on Radioactive Waste Management in a June 11, 2002; forty-six page report to DOE Assistant Secretary, Jessie Roberson recommends that the DOE undertake a bounded process of fact-finding and analysis before reaching a final decision on the Atlas Mill Tailing Site remediation. Federal regulations (40 CFR 192) says to adopt 1000 years as the design objective for the maintenance of human isolation of mill tailings from the environment. The National Academies recommends that DOE assess each alternative for disposition of the Moab pile on the basis of its entire life-cycle, including the demands for long-term institutional management (LTIM) actions. The DOE should draw more explicitly from its own past experience in managing tailings piles in developing its plan for remediation at Moab. The Floyd D. Spence National Defense Authorization Act for Fiscal Year 2001 transferred ownership of, and responsibility for the Moab Site to the DOE in October 2001.

I vigorously encourage the DOE to undertake a full scientific and detailed study of the Klondike Flats Site identified in the DOE's Public Scoping Meeting Off-Site Alternatives.

Under the Klondike Flats Site proposal: No groundwater or surfacewater would be affected, virtually no contaminants would enter area surface waters; there is no existing floodplains. Aquatic biota in the Colorado River would no longer be exposed to contaminants of the Atlas tailings because no aquatic habitat is present, there are no wetlands and no threatened or endangered species. The Klondike Flats Site would provide greater benefit to aquatic biota because the source of contamination would be removed; a greater benefit to water quality because leaching into the river would be close to non-existent. Contaminant transport to the river would be non-existent. This site would promote long-term protection of the Colorado River. There would be no impact on groundwater because no viable supply of groundwater has been identified. Potential aquifers beneath the Klondike Site would not be impacted. The Mancos shale beneath is relatively impermeable and yields no groundwater to wells or springs. Minimal groundwater monitoring would be minimal if not non-existent.

Under the Klondike Flats Site alternative it would be away from most recreational activities and areas. No national parks or recreation areas would be threatened. It is remote from most viewing populations and no residences are near.

Transport of the tailings by rail to the Klondike Site has virtually no potential to impact public services and infrastructure. Impacts of borrow activities would be minimal, clay would be obtained at the Klondike Site.

Removal of the Atlas pile to the Klondike Flats Site eliminates any directly perceived threat to potential recreational and aesthetic experiences of downstream elements of the National Park System. And more importantly, the 25 plus million Colorado River water users in Arizona, Nevada and California will eliminate, entirely, these water users mistrust of the DOE's published mission; (is): "To develop the technology and facilities necessary to provide for the permanent isolation of civilian and military waste from the biosphere so that these wastes pose no significant threat to public health and safety." Which may be argued in U.S. Federal Court by these 25 million plus Colorado River stakeholders.

The unlined 13 million tons of the Atlas Uranium Mill Tailings is in direct contact ('mixing zone') with the Colorado River and is also located in the floodplain over a seismically active geologic fault and a geologic salt-anticline. ALL have severe environmental, public health and safety conditions. For 47 years this huge unlined pile of poisonous uranium tailings has been located in the floodplain of the Colorado River. In 47 years this pile has leached it's poison through four different geologic systems to contaminate the Quaternary alluvial aquifer which is located beneath this unlined pile of poison. Elevated contamination concentrations in fish and sediments adjacent to ('mixing zone') or downstream of the pile include arsenic, iron, lead, manganese, mercury, selenium, vanadium, gross alpha, gross beta, lead-210, polonium-210, radium-226, thorium-230 and total uranium. In September 1993 the river, 'mixing zone', at the tailings pile had a release of radio-nucleoids into the groundwater 900 times the EPA standard. The DOE standard requires the Atlas Site to be moved to a lined cell because of these groundwater concerns.

The National Academies June 11, 2002 review committee sees it as a certainty that the river's course will run across the Moab Site at some time in the future.

The Moab community, it's elected officials, as well as Grand County residents and elected officials; and the State of Utah are ready to accept a final resolution that would keep the Atlas Tailings in Grand County at a location farther from the river and town: i.e. the Klondike Flats Site.

The DOE should critically examine the Klondike Flats Site in preparing the Atlas Project EIS. The DOE should definitively draw from its own experience in it's previous remediations of uranium tailings located in the floodplain of the Colorado River.

Thank you for your consideration of this important comment to the Klondike Flats Site alternative for the DOE's proposed EIS of the Atlas Project. Please keep me registered on the DOE's mailing list, and forward the EIS and relevant documents concerning the Atlas Project to my mailing address.

WC 119

San Juan County Ordinance No. 1992-3 established the Bluff Service Area and specified that our board was to provide culinary water services and to manage storm water drainage, among other powers.

Bluff's culinary water supply is derived from an aquifer within the Navajo Sandstone Formation. The recharge zone of our culinary water supply lies, in part, directly under the proposed White Mesa Mill site. The flexible membrane liners at White Mesa Mill were installed in 1980 and have been shown to leak by a report conducted by Titan Environmental in 1994. Our sole culinary water supply is directly at risk from this project.

Furthermore, surface runoff and other stormwater drainage flows over the White Mesa Mill site into Westwater Canyon, which then joins Cottonwood Wash, which flows right through the middle of Bluff.

Therefore, the Bluff Service Area Board of Trustees would like to express our opposition to the proposed transport of Atlas Mills tailings to White Mesa. Storage of these tailings at White Mesa would negatively affect our ability to protect our sole culinary water supply. Potentially contaminated surface runoff would impair our abilities to safely manage stormwater drainage in Bluff.

The Bluff Service Area Board of Trustees voted unanimously in this matter and the people of our community are solidly behind us in our desire to protect our water supply and our health.

Thank you for considering our request that none of the Atlas Mill tailings be moved to White Mesa.

WC 120

U.S. Department of Interior
Record of Decision

In November 1998, amended in March 2000 and March 2001, Williams Pipe Line Company, LLC, (formerly known as Williams Pipeline Company) filed an application to amend right-of-way grant NMN-36230. The subject application was filed under authority of the Mineral Leasing Act of 1920 as amended (30 U.S.C. 185). Right-of-way grant NMN-36230 is hereby amended as follows:

1. Authorization is provided to convert approximately 220 miles of an existing liquified natural gas pipeline to a petroleum products pipeline. Authorization is provided to complete all operations necessary to effect this conversion including but not limited to the reversal of valves and the installation of new piping and pumps at existing pump stations. The lands are described on Attachment A.

Authorization is provided to construct, operate, maintain and terminate a new pump station (NPS 508). This pump station is located in New Mexico Principal Meridian, Township 32 North, Range 9 West, Section 28, and encompasses 3.68 acres, more or less.

Authorization is provided to construct, operate, maintain and terminate 12,400.00 feet of new pipeline encompassing 14.23 acres more or less in New Mexico to complete the connection to the Giant Refinery. Included in this authorization is a temporary use area encompassing 7.12 acres more or less. The amended right-of-way location is in New Mexico Principal Meridian, Township 29 North, Range 11 West, Sections 26, 27, 34 and 35, and Township 28 North, Range 11 West, Sections 11, 13, and 14.

Authorization is provided to construct, operate, maintain and terminate a new pump station (NPS 702, Thompson Station Site). This pump station is located in Salt Lake Meridian, Township 22 South, Range 19 East, Section 1, and encompasses 3.97 acres, more or less.

- . new Authorization is provided to construct, operate, maintain and terminate 1752.96 feet of pipeline encompassing 2.01 acres, more or less to connect the existing pipeline with the proposed terminal at Crescent Junction. Included in this authorization is a temporary use area encompassing 1.00 acre, more or less. The amended right-of-way location is in Salt Lake Meridian, Township 22 South, Range 19 East, Section 1.

6. Authorization is provided to construct, operate, maintain and terminate a terminal site located near Crescent Junction, Utah in the Salt Lake Meridian, Township 21 South, Range 19 East, Section 26 encompassing 64.79 acres, more or less.

The stipulations, plans, maps or designs set forth in Attachments A (Legal Descriptions), B (Maps), C (Stipulations), D (Plan of Development) and E (Appendix A of Final Environmental Impact Statement for the Questar, Williams and Kern River Pipeline Projects), attached hereto, are incorporated into this amendment fully and effectively as if they were set forth herein in their entirety.

All applicable terms, conditions and stipulations found in the original grant are in full force and effect. The term of this amendment coincides with the term of the original grant. Authority, for this action is Section 28 of the Mineral Leasing Act of 1920, and amended (30 U.S.C. 185) and Federal regulations at 43 CFR 2800 and 43 CFR 2880.

On behalf of Williams Petroleum Services, LLC ("Williams"), we appreciate this opportunity to comment on the U.S. Department of Energy's ("DOE'S") proposal to remediate the contaminated tailings at the Moab Uranium Mill Tailings Site (the "Site"). Williams owns an interest in an existing interstate petroleum products pipeline which traverses the Site near its north, northeastern boundary and has received approval from the U.S. Department of the Interior ("DOI") to locate a pump station on or near the Site in conjunction with its new refined products pipeline project. Williams has also received DOI approval to locate a new petroleum products distribution terminal and pumping station on 65 acres of BLM-administered land at Crescent Junction, Utah (the "Crescent Junction Terminal"). Williams seeks to inform DOE of this interstate pipeline project to assist DOE in its scoping process and consideration of on and off site remediation alternatives.

By way of background, on October 16, 2001, the Secretary of DOI issued a Record of Decision ("ROD"), authorizing the issuance to Williams of a right-of-way grant ("ROW"), from Crescent Junction, Utah to Salt Lake City, Utah, for a new petroleum products pipeline ("UTU77149"), and amendment of an existing pipeline right-of-way ("NMN-36230"), from Bloomfield, New Mexico, to Crescent Junction, Utah. The ROD and ROW grants were issued based on information and analysis included in the comprehensive Questar, Williams and Kern River Pipeline Project Final Environmental Impact Statement ("QWK EIS"), dated June, 2001. A map of the pipeline set forth in the QWK EIS is enclosed.

Along the existing pipeline right of way, NMN-36240, Williams has received approval to locate a proposed pump station at or near the Site. The precise location of this pump station will be determined after a complete engineering study is performed and negotiations with DOE are complete. The pump station is listed as NPS 608 in the QWK EIS and will occupy 5 acres of land as described at pages 2-16 through 2-18 of the QWK EIS, enclosed. The pump station will consist of pumping equipment including two natural gas turbine pump units with a combined 1,884 horsepower. Pump station NPS 608 is a necessary component of Williams' interstate pipeline project which will enable petroleum products to be pumped north through the existing pipeline to the Crescent Junction Terminal. A copy of the map showing the proposed location of NPS 608, copied from the QWK EIS, is enclosed for your information.

As part of its approval for construction of the new pipeline ROW, Williams has received approval to construct the Crescent Junction Terminal as a distribution facility for Williams interstate pipeline. The Crescent Junction Terminal will include tanks capable of storing approximately 190,000 barrels' of petroleum products such as gasoline, fuel oils and butane. The terminal will have a multi-spot truck loading rack with the capability of distributing up to 15,000 barrels of petroleum product per day. As analyzed and studied in the QWK EIS, the Crescent Junction Terminal will service between 50 to 60 tanker trucks per day. Enclosed for your information is a copy of the site map showing the location of the Crescent Junction Terminal and pipeline route, copied from the QWK EIS.

According to DOE's Notice of Intent published December 20, 2002 at 67 FR 77969, DOE is considering several remediation alternatives including the off-site disposal of contaminated soils and tailings at a site at or near Crescent Junction. Williams understands that other off-site disposal options include storing the tailings at Klondike Flats, White Mesa Mill and East Carbon Development Corporation sites. While the Notice of Intent does not identify the precise location of the Crescent Junction site under consideration, Williams requests DOE take notice of the Crescent Junction Terminal in evaluating the Crescent Junction disposal alternative. The Crescent Junction Terminal's petroleum product storage tanks, distribution facilities and daily traffic from petroleum tankers are incompatible with the disposal of mill tailings at Crescent Junction. Enclosed for your information is a copy of DOI's Decision dated November 7, 2001 with a legal description of the terminal site.

Williams encourages DOE to consider existing and approved land uses in the Crescent Junction area, including the Crescent Junction Terminal and Williams' pipeline, before making a final decision on a location for a tailings disposal site. Williams also requests that DOE consider and evaluate any possible impacts to the existing pipeline, NMN-36230, and its planned pump station to be located at or near the Site before making a final remediation plan.

1 A barrel equals approximately 42 U.S. gallons.

We thank you for the opportunity to provide these preliminary comments. Please feel free to contact me should you need additional information about Williams' Crescent Junction Terminal or the overall pipeline project.

WC 121

I am an accounts manager for ECDC in the Utah region. As the DOE conducts its research for the environmental impact statement, I am available to assist with what information you need relative to the ECDC alternative of the tailings relocation. I am located in the Salt Lake City area and will be glad to help where possible. Please contact me at your discretion. Thank you.

WC 122

I am writing this email in regards to the clean up contract to remove the Moab tailings pile. I had a contractor out of Texas contact me about possible work on this job. He told me had the contract in hand but that no details would be released until the DOE had decided how to proceed with the cleanup. I have a hard time believing this gentlemen because I can find no public record on a contract signing. Just wondering if a cleanup contract has been signed with the DOE. Thank you for any information you can provide.

WC 123

As a resident of Eastern Utah and heir of private property, I am very concerned with the Department of Energy's announcement that it is considering the E.C. D.C. land fill as a dumping ground for radioactive waste. The private property of concern has E.C.D.C. bordering the property lines on the North, East, and West sides. My grandfather, my dad and my dad's brothers were farming and operating a dairy on this ranch starting in 1927, and there has been a lot of hard work go into the development of this property. My family moved to the ranch in 1942. I am the oldest of 4 children Mom and Dad, had 2 boys and 2 girls. My sisters were born while we were all living there, and we were all raised on this ranch. Mom and Dad moved into Price I believe in 1998. Dad was starting to require a lot of attention that Mom or the rest of the family were unable to provide for him on the ranch. We operate a cow/calf operation on this property as well as raising alfalfa. and growing pastures to support the operation. This property has been a farm and livestock operation for well over 100 years. Any radioactive waste contamination of this property would be devastating to this life style, as well as putting us out of business and there would never be any future food production ventures on this property: Any restricting of the aquifers that supply water to the springs or contamination of the fragile limited water supply, springs and ponds alone would be devastating, there is not enough water to dilute the radioactive contamination unlike the Colorado river, where there is probably very little contamination of the river from the Atlas Minerals Mill tailings if any. If there is any radioactive contamination of the Colorado river from the Atlas Mill tailings I would like to see the evidence, and the evidence made public: [to the citizens of Eastern Utah] This project's estimated cost is reported to be 350 to 450 million dollars. I think this disregard for tax payers money is irresponsible, Past Presidents and President Bush has been requesting a reduction of this type of spending, A quote from President Bush , "Its not the governments money" and I believe the Department of Energy should not: be allowed to ignore the President of the United States of America. It is no wonder the citizens of the United States have lost confidence in some of our government agencies that are supposed to protect them from these types of activities. It seems to me that some government agencies are more interested in increasing the size of their bureaucracies and budgets than doing their job. In my opinion the Colorado River is in more danger of radioactive contamination from transporting the waste material, than it would be if left where it is, with no more action being taken than the precautions that have already been taken.

If my memory serves me correctly Moab flaunted itself as being the uranium capital of the world. Moab and the uranium industry should be required to deal with the problem, they created it. But apparently through political and special interest group pressuring, the Department of Energy has agreed to deal with the problem, if it must I think it would save the tax payers a lot of money to construct a cell with the proper liners designed for that purpose and are similar to the E.C.D.C. super cells. E.C.D.C. or one of the construction companies in this area could accomplish this project on the old Atlas Mill tailings on site and at the same time save the United States tax payers a lot money, and turn this night mare into a more reasonable project that the residents of Eastern Utah may feel like supporting, and use the money that some people are so anxious to spend on improving the highways in Eastern Utah or some other worth while project that will have a long term positive effect on the economy and contribute something positive to the communities. The mill tailings would still be available if ever needed for reprocessing.

WC 124

I am pleased and pleasantly surprised with the opportunity to express my views concerning the issues surrounding the proposed relocation of radioactive waste to some area landfills. Following are some of the issues that were portrayed in the Sun. advocate:

The health issue: I believe the Department of Energy or the Atomic Energy Commission knows how many uranium miner deaths from cancer have been attributed to radiation exposure in the uranium mines from the very area they are proposing to transport the waste from. I believe in all courtesy the number of uranium miner deaths should be made available to the residents of Eastern Utah by the Department of Energy or whoever it is promoting this project.

The safety issue: Highway six has a reputation for being one of the ten most dangerous highways in the United States and the Utah Division of Transportation can and should furnish this information.

Future land use issue: I can't imagine how there can ever be any future use of this land after it has been used as a dump site, especially a radio active dump site.

Climate change issue: We don't need to experience a major climate change, we can already see the effects of minor climate change on nearly a daily basis. I am referring to windy dusty conditions and blowing trash.

Mitigation issue: Other than monetary or trying to reclaim effected areas, if the water and or the rest of environment is contaminated with unacceptable levels of toxins and contagious diseases, I think the residents of the affected areas will be notified by some government agency, that they will be required to move out of the area for their own health and safety, and they will be forced to do so.

I suggest eliminating the need to address the unhealthy, dusty, potentially dangerous conditions and leave the radio active waste where it is already stored, eliminating cleanup-crew exposure to the radiation. Also, the Colorado River is close by with ample water to keep the radio active pile of waste wet down helping to prevent wind blown radio active dust, something that E.C.D.C. is unable to do.

What kind of legacy are we leaving for future generations? Our environmental protection agencies should be ashamed of their disappointing performance of not enforcing the existing laws governing **land fills**. Everyone should get a copy of the federal register 40 CFR and study these laws, copies of the federal register are readily available. Utah State laws are a copy of the federal laws.

Based on the meetings I have attended with the Utah Division of Solid and Hazardous Waste, and their have been several, I don't believe they are nearly as concerned about the environmental issues surrounding E.C. D.C. as they are the monetary revenue they receive from managing the E.C. D.C. land fill permits and permit modifications.

I do not believe all of the residents of Eastern Utah are aware of the monetary value of E.C. D.C. to the Utah Division of Solid and Hazardous Waste. This is an example of the fox guarding the hen house. And by the way, the Division of Solid and Hazardous Waste has changed its name to the Utah Department of Environmental Quality, per the Sun Advocate. This sounds a lot cleaner but I am afraid their policies will remain the same.

Your future could depend on what permits are approved. I strongly recommend that the residents of East Carbon and Eastern Utah voice your objections to this Department of Energy proposal and also solicit the help of a professional environmental protection group that does not have any government agencies to depend on. I am not implying that all public servants don't do their job, there are some very good ones who prevent things from becoming a lot worse, thank goodness.

I don't like being an alarmist, but in closing, I can remember like it was moment ago in mid 1989, when the E.C. D.C. land fill was proposed and portrayed as a land fill that would receive nothing but ash from incinerated non hazardous waste. The cells would be lined to prevent leakage and once covered back over with topsoil and reseeded, we were assured that the reclaimed cell would be barely

noticeable. Seems like that proposal has been expanded upon a bit, something we should think about before any more doors are opened to receive more environmentally unfriendly waste from either within the United States or countries outside of the United States.

Thank you for listening to me and allowing me to express my opinions and suggestions. I hope they are taken seriously.

WC 125

Please accept this letter and all attachments as documentation for my response to the DOE's request for public input regarding the Moab Project *Environmental Impact Statement (EIS)*.

My position is clear. **Don't move it to Carbon County.** I believe it should be left in place and remedial action taken to keep river pollution at a minimum. If the do-nothing approach doesn't work, then cap it in place. There are too many risk and economic factors to ever consider moving it. I spoke at the city council meeting in East Carbon City last night. There was a poll taken of the city council members and all of them were opposed to relocating the tailings to Carbon County except one, the mayor. The mayor indicated he needed to do more research to get the facts before he could form an opinion. At that meeting I asked the city to be sure any city decision and response to the DOE exclude any council member who may be associated with ECDC so as to prevent any hint of conflict of interest. They assured us they would. The mayor is an employee of ECDC as is one other member of the council. Typical city council meetings have less than 10 residents in attendance. Last night there were over 75 people there. A show of hands of those opposed to the tailings coming to East Carbon numbered 75, **they don't want it!** We didn't take a poll of those who might favor it out of concerns for his safety. Ten years ago residents were told that only non-hazardous waste would ever be accepted at the landfill. The former mayor of East Carbon, who was mayor at the time of the original approval of the site confirmed that agreements were made (including land sales and creation of city ordinances) based on the promise that no hazardous, toxic or radioactive waste would ever be accepted on or near the site. He was opposed to hazardous waste then and he still is. In light of the scope of this project, the overwhelming objection to it from residents and city and county officials, and considering legal agreements and contracts were signed predicated on the promises of no hazardous waste or radioactive waste ever coming here, and considering the potential delays resulting from litigation the project might encounter, and considering the risks and costs involved I believe it is in the best interest of the residents of Southeastern Utah, and all taxpayers, that Carbon County be immediately eliminated as a potential site. It would save a lot of unnecessary time, work and expense to come to the conclusion, as we have, that this isn't the best home for Moab's waste.

Attached are documents and photographs in support of my position.

1. Current and past media comments regarding the ECDC site, and the DOE plan
2. Information related to permits and agreements
3. Vehicle accident and radiation exposure information
4. Utah earthquake data

5. Information and photos of the Big Spring Ranch (An 800 acre cattle ranch in business for over a hundred years, and owned and operated by my family. We are the landfills closest downwind, downstream neighbor. **We don't want toxic dust on our fields, bad water, unusable bay and cows we can't sell.**

Transcribed June 18, 1990 (edited June 13, 1990)(edited again)
Work Requisition for MPB/pw

EAST CARBON DEVELOPMENT CORPORATION
Public Hearing
Salt Lake City, Utah
May 18, 1990

Ladies and Gentlemen, we call this hearing to order. This is a hearing to receive comments on the East Carbon Development Corporation Solid Waste and Groundwater Discharge Permits. This meeting is being held under authority of Section 2614, one through five of the Utah code **annotated 1953 as amended**.

My name is Mary Pat Buckman. I represent the Utah Solid and Hazardous Waste Committee and have been appointed by the executive secretary of that committee as the hearing officer. Also, present at this hearing is Larry Mize, representing the Bureau of Water Pollution Control. The Bureau of Water Pollution Control has issued a ground water discharge permit. Larry will d'scuss the authority under which this permit is issued **after I have** completed reading the hearing statement. This hearing will accept comments on both draft permits. Notice of this hearing was published in the April 19, 1990 Sun Advocate and the April 19 Salt Lake Tribune and Deseret News. In addition, copies of the draft permit have been made available for examination at the offices of the Bureau of Solid and Hazardous Waste and the Bureau of Water Pollution Control, Salt Lake City, Utah, and the office of the Southeast Utah District Health Department in Price. Opportunity will be provided to any person desiring to participate in this hearing. Written statements dealing with the Solid Waste Permit will be received until 5:00 p.m, May 21, 1990. If anyone desires to make an oral statement, please sign the form and we'll have you make a statement. These proceedings are being recorded and the transcript of these proceedings will be available for public inspection at the Bureau of Solid and Hazardous Waste, 4th

Mary P. Buckman, "Thank you. Greg Wakefield, East Carbon."

Greg Wakefield, (oral statement #8), "Greg Wakefield. I'm from Sunnyside which is a suburb of East Carbon (laughter) I've lived in Sunnyside for twenty five years and during that time we have seen the ups and the downs of the coal market and the economy in Carbon County. And, as principal of East Carbon High School for twenty years, it was even more noticeable when we would have seniors that would be ready for the marketplace and they could go right out of the high school into the mines and they had a good open door where they could get into the employment. Well, this has gone a few years down the road and now nearly all the seniors that as they come out, they have to go someplace else to find employment. And, so as a school facility there, something like this would help to stabilize the market in the area, and we are very much in favor of this program. Also, I've known Nick and Steve and Harold for a long time. I think the whole bottom line is the integrity of the individuals behind this facility. There is no doubt in my mind that these gentlemen are going to be very much concerned of Carbon County and East Carbon. They have over and over voiced their concern for the people of East Carbon Area as well as Carbon County, **and I think** they are truly concerned about not only this being an example of a future facility but they are very concerned with the people in Carbon County. And I think it's time that America deal with this disposal problem that we've all got and with a facility like this, it would be a pleasure to be part and associated with something that could get everybody else in the United States started in having potential solutions to the bad problem that we've all got. And we encourage you wholeheartedly. Besides, we have a few vacant homes up there that people could move into." (laughter).

Mary Pat Buckman, "Jim Robertson, Carbon County Sheriff."

Jim Robertson, (oral statement #9), "I'm Jim Robertson, the Carbon County Sheriff. And last year I was the mayor of East Carbon City, and as mayor, it is

the responsibility to kind of keep your eyes open
this

for development with

your own town. And this was done.

So from day one I've had an interest in this

project that the East Carbon Development Corporation. And from day one, we were

interested in what we did not want, such as hazardous waste and such as nuclear
waste and things of that kind. Those things were addressed and environmental

concerns were addressed. Everything from the watershed to the natural habitat

of the black footed ferret. All of these things were looked into, they were four
public hearings in the area of East Carbon. There was a fifth one Monday of

this week, and we feel that based on the economic conditions now in Carbon
County, as was said earlier. We need some more economic development in there

that is diversified from the coal industry. We need this also. It has been said

enough what we have to do with our trash, what we have to do with our garbage,
and we are very supportive of this project. **Thank you for your time.**"

Mary Pat Buckman, "Thank you. **John Anderson from Radio Station KOAI.**"

John Anderson, (oral statement X10), **"I'm here to say that** we are strongly in favor of
this. One of the things that a Radio Station in a small community is, is a channel for public
concerns. As a matter of fact, we are required by the Federal Communications Commission to
research any potential community problems and to talk about them on the air. Now, we've been
working with the principals in this since its inception, and we have been informed of every step
of this on the way. The process has been explained to us, it has been explained over the radio,
and I think that the public in Carbon County has had a probably more input to a project like
this than anything that has ever been done. I've never seen any project be so open and up front
about what it is doing and making sure that the public knows about this. I can say that the
whole time that we've had this project exposed that we've received not one environmental concern
call of any time in the entire project and I know that our public has had a chance to

EAST CARBON DEVELOPMENT CORPORATION

April 5, 1990

Mr. Larry Mize, P.E.
Chief, Ground Water Section
Utah Bureau of Water Quality
Salt Lake City, Utah

Re: East Carbon Development
Proposed Waste Streams &
Ground Water Monitoring Parameters

Dear Larry:

It came as a surprise to me in our meeting yesterday that the confusion existed on the waste stream proposed to be accepted by ECDC. The ECDC facility has always been proposed as a municipal landfill which would accept both incinerated and non-incinerated wastes which are non-hazardous.

This must have been understood two months ago as Comment No. 6 of the February 9th letter from the Bureau of Water Quality requested that ECDC present leachate characteristics for municipal wastes streams and ash from municipal incinerators.

In response to this request, we submitted data from EPA studies on typical leachate parameters for regular waste from municipal landfills, ash from municipal incinerators, and comingled ash and waste.

As I mentioned yesterday, one of ECDC's main marketing areas will be municipal incinerator residuals. This includes both ash and bypass materials. ECDC will also be receiving non-hazardous wastes as allowed under current and proposed Solid Waste regulations.

In our original submittal, we submitted typical leachate parameters for co-mingled ash and waste. Item 9g of the Bureau's February 9th letter indicated that it may not be necessary to analyze for all of the parameters in Table 1 the "Utah State Ground Water Protection Regulations". The Table A indicator parameters were proposed based on the presented EPA data and the February 9th response by the Bureau.

Utah Bureau of Solid and Hazardous Waste

Solid Waste Plan Approval (Hereafter Called Permit)

Permittee Name	East Carbon Development Corporation
Permittee Address	1480 East Maple Hills Drive Bountiful, Utah 84010
Location	Sections 7,8,9,10,16,17 and 18, Township 15 South, Range 13 East, Salt Lake Base and Meridian, Carbon County, Utah.
Permit #	90-2

The Permit to operate will be subject to the following conditions:

1. East Carbon Development Corporation (ECDC) shall operate the solid waste landfill in accordance with all requirements of 8450-301 Utah Administrative Code (UAC). Any permit noncompliance constitutes a violation of 8450-301 UAC and is grounds for enforcement action.
2. In the event of noncompliance with the permit, the Permittee shall take all reasonable steps to minimize releases to the environment, and shall carry out such measures as are necessary to prevent significant adverse impacts on human health or the environment.
3. All operational procedures as outlined in the application submitted August 30, 1989 and the Notice of Deficiency responses received December 13, 1989, February 20, 1990 and April 4, 1990 will be followed. The landfill will be subject to periodic inspection by the State and/or the Southeast Utah District Health Department.
4. The Permittee shall allow the Executive Secretary of the Utah Solid and Hazardous Waste Committee, or an authorized representative including representatives of the Southeast Utah District Health Department, upon presentation of credentials required to enter during operating hours under the conditions of this permit, and/or inspect at any reasonable time any facilities, equipment, practices, or operations regulated or required under this permit.
5. No hazardous waste as defined by 8450-1 and 8450-2 shall be accepted for disposal at the landfill.
6. Intentional burning of solid waste is prohibited and all accidental fires shall be suppressed as soon as possible.
7. This permit is subject to revocation if conditions of this permit are not being met.

The operator shall be noted in writing prior to any proposed revocation action and such action will be subject to all applicable hearing procedures established under the Utah Solid and Hazardous Waste Act.

8. Closure of the cells shall be conducted in compliance with all applicable rules and regulations for solid waste disposal facilities in accordance with the application submitted August 30, 1989 and the Notice of Deficiency responses December 13, 1989, February 20, 1990, and April 4, 1990. ECDC shall conform with any new federal or state regulations or requirements which are promulgated prior to closure of any cell. The state retains the right to modify or add new closure requirements as well as require approval of plans prior to closure of cell 7.

9. A groundwater monitoring system shall be installed under the Bureau of Water Pollution Control Groundwater Discharge Rules 8448-6-6.3.

10. The permit must be renewed five years from the effective date which will be the date the permit is signed by the Executive Secretary of the Utah Solid and Hazardous Waste Committee. Application for renewal shall be made at least six months prior to expiration of the permit.

11. Non-hazardous solid waste, municipal solid waste including residues from municipal solid waste incinerators which do not fail E P Toxicity tests and waste from resource recovery facilities may be accepted for disposal. Special wastes shall be limited to those described in the application. Special wastes shall be managed in accordance with the application received August 30, 1989 and the Notice of Deficiency responses received December 13, 1989, February 20, 1990, and April 4, 1990.

12. ECDC shall provide financial assurance mechanisms to ensure that the cells are properly closed and monitored during post-closure. ECDC shall submit closure and postclosure cost estimates to the Bureau of Solid and Hazardous Waste ninety days prior to operation of a cell. ECDC shall submit a financial assurance mechanism for closure and post closure costs to the Executive Secretary for approval prior to commencing operation of a cell.

13. East Carbon Development Corporation shall fingerprint test at least 10% of all ash from sources other than resource recovery facilities to verify that it does not fail the criteria for EP Toxicity as listed in 40 CFR 261.24 and inorganic halogen. If EPA determines that a given ash is classified as a hazardous waste, this permit condition may be modified to comply with EPA and state requirements. The waste stream testing by all generators of industrial wastestreams discussed in the February submittal "Response to NOD#2" on pages 2 and 3 must be updated yearly.

14. East Carbon Development Corporation shall keep records of the type and amount of wastes accepted at the facility for disposal, as well as records of certifications for a period of five years from the date of receipt of waste.

anticipated that the site will serve the Wasatch Front area of Utah together with other metropolitan areas in the nation. It is anticipated that both raw and municipal incinerator ash will be disposed of at the facility. These two types of waste will be separated.

2) Total area of the Proposed Site.

The area of the proposed site is approximately 2,000 acres. Each cell will be either 750 ft. by 1200 ft. or 1200 ft. by 1200 ft. at the top inside edge of the cell and will average approximately 60 ft. in depth. Each cell will have 2 or 3 sub cells.

3) Special Provisions for Handling Special and/or Hazardous Waste.

No hazardous wastes or special wastes, except for water treatment plant and digested wastewater treatment plant sludge will be accepted or disposed. Water treatment plant and digested wastewater treatment plant sludges *containing no* free moisture will be placed *on* the working surface of the waste *in* the cell and then covered with other solid wastes in the cell.

4) Anticipated Type Quantity, and Source of Solid Waste to be

Deposited in the Site.

The facility will manage industrial wastes which are non hazardous and municipal sanitary wastes. It is estimated that between 200,000 tons and 1 million tons of waste will be managed *annually at* the facility.

5) Site Geology and Groundwater Elevations.



mu-n-icipal waste management needs of southeastern Utah and potentially the Wasatch Front area of Utah. The municipalities of the Wasatch Front are currently struggling with options as the existing landfills are becoming filled. The East Carbon facility will offer these and other municipalities an existing viable option for managing such wastestreams. The excellent transportation system of the Denver and Rio Grande (D&R) Railroad and its interconnecting railroads will allow the facility to serve the domestic areas connected by the D&R rail system. ~ facility will not accept wastestreams from foreign sources. The competitive freight rates of the D&R will provide the facility access to the various markets served by said rail system.

Initially, it is anticipated that the facility will accept 500.000 cubic yards of material per year. The quantity of material will probably increase dependent on freight rates and other market conditions. It is anticipated that the facility will accept the following categories of wastestreams, municipal waste (40-80 percent), municipal incinerator ash (20-80) **percent**, mining waste (20-60 percent), and other non-hazardous waste (0-40 percent).

The characteristics of the wastestream will fluctuate depending on the source of the waste. Typically, it is anticipated that the municipal wastes will have the components detailed in Table 6.1.

DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

Norman H. Bangerter
t-wernor
Suzanne Dandoy: JLD_`LPIL
::Xecun,e ihrwtor
Kenneth L. Ilkema
ihrector

Bureau of Solid & Hazardous Waste
238 North 1160 West, P.O. Box 66690
Salt Lake City, Utah 84116-0590
301 538-6170

March 22, 1991

R. Steve Creamer,
President East Carbon
Development
Corporation 1878 Ridge
Drive Bountiful, Utah
84010

RE: Modification Of
Solid Waste

Dear Mr. Creamer:

Your response to comment 6 of NOD #1 states in part "The facility will not accept wastestreams

from foreign sources." As all comments and responses to NOD's are part of your perrouz this

would prevent the East Carbon Landfill taking wastes from Canada.

A permit modification will be required in order to allow you to take Canadian wastes. This modification is a major one and will require a public notice in a general circulation paper in the East Carbon area and a thirty day comment period.

The first paragraph of "Response To Comment 6" of NOD #1 would be modified to read as follows:

The proposed facility will provide secure waste management for various areas. East Carbon city will utilize the facility for all of its municipal waste. It is anticipated that with the closure of the Carbon County landfill which has created safety concerns at the adjacent Carbon County Airport, Carbon County may also use the facility. It is anticipated that the facility will also serve the municipal waste management needs of southeastern Utah and potentially the Wasatch Front area of Utah. The municipalities of the Wasatch Front are currently struggling with options as the existing landfills are becoming filled. The East Carbon facility will offer these and other municipalities an existing viable option for managing such wastestreams. The excellent transportation system of the Denver and Rio Grande (D&R) Railroad and its interconnecting railroads will allow the facility to serve the domestic areas connected by the D&R rail system. The facility will accept wastestreams from the United States and Canada. The competitive freight rates of the D&R will provide the facility access to the various markets served by said rail system.



Bureau of Solid and Hazardous Waste Response to Comments Received from Wayne Martinson of the Utah Environment Center on the East Carbon Development Corporation Solid Waste Landfill Application.

1. No response necessary.
2. No response necessary.

No response necessary.

4. The Bureau is requiring at this time that all ash which does not originate from a resource recovery facility be tested for E P Toxicity. At this time this is the current EPA policy as well as the court decision on this issue in New York. We have also stipulated that if EPA policy changes we may require testing on all incoming ash. Any ash from non resource recovery sources that fails E P Toxicity tests must be managed as hazardous waste and sent to a hazardous waste facility for disposal.

5. In response to your last question items (13) and (36) will be enforced by requiring submittal of all test results to this office. Items (38) and (5) will be enforced through inspections. At this time the staff at the Bureau does not conduct routine inspections on solid waste facilities due to a lack of personnell to accomplish this. We anticipate that as the program grows and money is generated from fees we will hire inspectors that will routinely inspect these facilities. The District Engineer in Price as well as Southeast 'Utah District Health Department inspectors will be inspecting this facility during the construction phase and during the operation of he facility. We anticipate that a minimum of once a month this facility will be inspected. Also, our current practice is to request hazardous waste enforcement/compliance staff in the **course of their regular inspection schedule to stop** at certain facilities if it is on their route. The Bureau plans on making at least one inspection during construction of the liner. In addition, the Bureau of Water Polhati=gin Control will be enforcing their groundwater discharge permit, they have people available for inspection of this facility.

Thank-you for your comments. If you have any **questions please contact Mary Pat Buckman** of my staff.

DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH

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Norman H. Bangerter
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Suzanne Dandoy, M.D., M.P.H. A Bureau of Solid & Hazardous Waste
Executive Director t 288 North 1460 West, P.O. Box 16690
Kenneth L. Alkema . Salt Lake City, Utah 84116-0690
Dtrector (801) 538-6170

May 8, 1991

Addressee

Company

Strew .Address

P.O. Box

City;- ST

Dear .

SUBJECT: Response To Comments On East Carbon Development Corporation
Permit Modification

Thank you for your concern for the environment of Utah and for participating in the public review process.

East Carbon Development Corporation was given a solid waste permit in May of 1990. -f hat permit limited the kind of wastes that the landfill can take for disposal. The permit allows the landfill to take these wastes from all over the United States.

Wastes that are currently allowed to be disposed of at East Carbon Development's facility include: municipal solid waste, municipal waste incinerator ash, mining wastes and other non-hazardous industrial wastes.

The proposed modification to the solid waste permit held by East Carbon Development Corporation is to increase the area from which the facility can take waste. The modification does not change the type of waste that can be disposed of at the facility. This is a very important difference. The type of waste received will be the same whether the modification is made or not.

Another important point to consider is the design of the facility. The East Carbon facility is required by the permit to have liners (plastic and packed clay), leachate collection (a system to collect any liquid that may get through the upper liner) and groundwater monitoring (wells around the area used to tell if any liquids are contaminating groundwater). This design is more protective of the environment than any municipal waste disposal facility currently operating in the State.

The agricultural uses in the area are mainly dry land (non-irrigated) grazing of livestock. An area north of the site (less than 40 acres) shown on Drawing B and approximately 80 acres of the Big Springs Ranch South of the project, is currently irrigated from Grassy Trail Creek and the "Big Spring".

The existing well North of the site is used as a culinary well by a single family. The "Big Spring" is used as a culinary source

W

by one family. ECDC will extend culinary pipe lines from the East Carbon City culinary water system to supply water to these two homes.

6. The facility does not intend to discharge any leachate to the ground water. The quantity of leachate to be managed will be minimal. The water balance for the East Carbon Facility is negative. Sunnyside, Utah is approximately two miles from the facility. The average annual rainfall for Sunnyside between 1951 and 1980 was 11.98 inches. The average annual pan evaporation for the same location and period was 46.63 inches. Consequently it is anticipated that the quantity of leachate to be managed will be minimal.

Tables 6.1, 6.2 and 6.3 provide typical contaminant concentrations for conventional, inorganic, and organic parameters in leachates from municipal codisposal sites. Codisposal sites dispose of both municipal waste and ash from municipal waste incinerators. The typical data was presented in a report titled "Characterization of Municipal Waste Combustor Ashes and Leachates from Municipal Solid Waste Landfill, Monofills, and Codisposal

6. Such other data as may be required by the City in order to determine the impact of the proposed project and facilitate the establishment of appropriate conditions.

C. Appeals Permitted

Any person aggrieved by a determination of the designated

review agency may request a hearing before the City Council who shall have the authority to reverse, affirm or modify any decision of said agency. Provided, any such appeal shall be filed within ten (10) days of the determination of the designated review agency.

D. Issuance of a Permit

A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a violation of this Code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.

Section 3. Section 2-3-1-H of the Development Code of East Carbon, Utah, entitled List of Definitions is hereby amended by adding new definitions thereto, to read as follows:

1. Solid Waste - Any garbage, refuse, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial or agricultural operations and from community activities. The term shall include municipal solids and waste as defined in Section 3001(b)(3)(A) of the Resource Conservation and Recovery Act, ash residues from the combustion of coal and fossil fuel and kiln waste, and Special Wastes as defined by the rules and regulations promulgated by the Utah Solid and Hazardous Waste Committee (automobile bodies, furniture, appliances, **tires, water and sewer treatment** sludge), but shall not include infectious or hazardous waste as defined by the rules and regulation of said Committee.
2. Solid Waste Disposal - The handling, storage, processing and disposal of wastes by landfilling, resource recovery or equivalent method.
3. Solid Waste Disposal Facility - A facility or part of a facility at which solid waste is received from off-site sources and placed into or on land, and at which the waste will remain after closure of the facility, including

all contiguous land, and structures, other appurtenances, and improvements on the land used, for treating, storing, recovery, or disposing, of solid wastes. A facility may consist of several treatment, storage, recovery or disposal operational units (e.g. landfills, incinerators,

**BY JUDY FAHYS
THE SALT LAKE TRIBUNE**

A load of radioactive waste from a Texas Superfund cleanup site arrived safely at a Tooele County landfill Tuesday after the truck carrying it tipped over in Spanish Fork Canyon Monday night. About a cubic foot of the mildly radioactive material spilled from its Dumpster-style metal container when a latch broke as the container was shifted upright after the accident. The material was scooped up and the shipment sent on its way to the Envirocare of Utah radioactive-waste landfill in Clive, about 50 miles west of Salt Lake City. "There was no significant amount of contamination," said Lt. Mitch Ingersoll of the Utah Highway Patrol. A UHP hazardous materials specialist using a radiation meter found no radioactive release while screening the scene of the accident Monday., along the "Red Narrows" section of state Route 6 about 14 miles from Spanish Fork. Ingersoll blamed fallen rocks in the road for causing the truck to swerve and tip. UHP stopped traffic through the canyon intermittently while the truck was towed from the roadside and the cargo was placed on a replacement flatbed. The waste is one of 10 shipments the U.S. Environmental Protection Agency is sending to Envirocare from an abandoned Texas facility that once made radiological tools for the chemical industry and for medical testing, said Greg Fife, who oversees cleanup for EPA at that site. Composed mainly of wallboard, two-by-fours and flooring, the waste is tainted with radioactive cesium and americium. Bill Sinclair, director of the Utah Division of Radiation Control, said the accident scene was tested and found uncontaminated after the containers were hauled away. Envirocare spokeswoman Bette Ariel said the fact that the accident itself resulted in no spill shows the safety of low-level waste shipping. But critics questioned the wisdom of rate giving Envirocare permission to accept "hotter" radioactive waste. Envirocare's application to dispose of highly radioactive waste has been snarled in an appeal for the past year and ultimately would need approval from the governor and the state Legislature. "Hotter radioactive wastes are going to be coming to Utah a lot more frequently unless we put a stop to it," said Chip Ward of Healthy Environment Alliance of Utah. "These wastes are a lot more dangerous and are not going to be as easy to clean up. Plus, it puts our emergency response in harm's way unnecessarily." "Transporting nuclear waste is like playing a game of Russian roulette," Ward said. And the more likely the hammer will come down on a loaded chamber. "

Project Type: *Facility Disposition, General Maintenance/Operations, Soil Remediation, Ground Water Remediation, Surface Water Remediation, Waste Treatment, Waste Disposal, Waste Packaging, Stewardship* **Date:** September 5, 2002
Document Type: *Lessons Learned* **Functional Area:** *Emergency Management/Response, Transportation Operations*
Office: *Richland*

Lesson Learned Statement

Adhering to traffic safety rules is of the utmost importance when operating large trucks. Fully loaded Environmental Restoration Disposal Facility (ERDF) transport trucks have considerable mass and the drivers must operate them in a manner that offers a large margin of safety. It is imperative that truck drivers comply with all traffic laws, particularly speed limits, as well as fully understand the dynamics of these trucks and how they will respond to normal traffic maneuvers. Administrative controls, operations procedures, and mechanical devices can help improve overall safety, but the skill and attention of the driver is the most important element in preventing accidents.

Discussion of Activities

A teamster was driving a loaded subcontractor tractor and trailer, with an attached container filled with low level radiological debris, from the Hanford site 105-D Reactor to the ERDF on July 22, 2002. At approximately 7:00 P.M., as the driver was heading south on Route 4N, an attempt to turn right and merge into the westbound lane of Route 1 IA was made. Eyewitnesses observed that the truck failed to reduce speed as it rounded the corner to make the turn. According to one witness, the trailer started to skid during the turn and then tipped over, while the tractor initially remained upright through the turn and was then pulled over by the trailer as both the tractor and trailer came to rest. Just before the tractor and trailer came to rest, the material in the trailer's attached container spilled onto the roadway and the shoulder of the road. The driver sustained an injury to the left arm and was transported by a Hanford Fire Department ambulance to Kadlec Medical Center, Richland Washington for further treatment. Cleanup and mitigation activities were initiated and continued until the low level radiological debris that had spilled was cleaned up. Postcleanup surveys of the accident scene found no remaining fixed or removable radioactive material.

Analysis

The direct cause was excessive speed for the given conditions. The root cause was personnel error (failing to obey traffic safety rules). The overall response to the accident and the subsequent mitigative actions by the Hanford community was very good. Response to the initial vehicle accident/personal injury was seamless among the different site contractor employees who responded. TWS included first aid care, emergency notifications, radiological control of the accident scene. The positive team effort continued through the mitigation operation as well.

The Hanford Fire Department Incident Commander requested the mobile Incident Command Post be brought to the event scene, which proved to be a good lesson learned. It allowed for additional cellular telephones, lights, copy and FAX machines, a bathroom, and a cool place for the responders to sit and rest.

Recommended Actions

Resolution: The following items have been identified to prevent future haul truck accidents as well as to improve the emergency response and mitigative actions related to hazardous material spills in general:

---Accident Prevention: 1. Review incident with all transport drivers at a Plan-of-the-Day meeting. Emphasize the importance of adhering to all traffic safety rules and provide the opportunity for drivers to express their concerns or comments.

2. Conduct a stand down for additional driver safety awareness. Emphasize the importance of maintaining a safe, accident free work place. Reinforce the importance of perFonnel behavior in preventing accidents. Remind drivers to stay focused on the task at hand by not allowing personal problems to interfere with work .

3. Present information on this incident to all contractors at site-wide safety meetings.
4. Arrange for the Benton County Sheriffs Office (BCSO) to visit the drivers to discuss traffic safety and advise them of the increased presence of the BCSO on Hanford roads on day and wring shifts.
5. Establish an annual refresher training program for all transport &ivers.
6. Institute a "ride with the driver" program, in which managers periodically ride with teamsters to verify safe driving practices and procedure compliance.

---Emergency Response: 1. For events requiring extended response and/or mitigation the Person-In-Charge should request the mobile Incident Command Post be brought to the scene.

2. Personnel called to respond to an abnormal or emergency incident shall be dressed with **appropriate** shoes and

I, the duly appointed and acting recorder for the
 East Carbon, hereby certify that
 copies of the foregoing Ordinance No. 94-5
 City of posted at three public places within the municipality this
 19th day of September, 1994
 which public places are: were

clothing, i.e., the same as required for normal work activities.

3. When response to abnormal and emergency incidents is necessanr, those responsible for logistics must ensure extra cellular telephone batteries, food and water, radiological control supplies and equipment are planned for potential extended periods of time.

4. A supply of disposable cameras should be available for individuals responding to an event scene for investigative purposes.

---Mitigative Actions: An event scene should be kept secured and only personnel with response or mitigative actions should be allowed within the controlled/exclusion area. Upon securing the event scene personnel should not be allowed in without the approval of the Incident Commander or Person-In-Charge. Additionally, a method to account for persons coming in and leaving should be implemented as soon as possible.

Contact Information

M. K. Wetzler
 Phone: (509) 372-9562

Authorized Derivative Classifier: B. J. Hobbs



CERTIFICATE OF POSTING ORDINANCE

- | | | |
|----|-----------------------------|----------------------------------|
| 1~ | East Carbon City Hall | 200 Park Pl. E. Carbon, UT 84501 |
| 2• | East Carbon Post Office | East Carbon, UT 84520 |
| 3• | East Carbon Senior Citizens | - |
| | East Carbon, UT 84520 | |
| 4. | Sunnyside City Hall | - |
| | Sunnyside, UT 84539 | |

Dated this 19th day of - September , 1994

SEAL

~City recorder

Jaylene F. Marakis

ORDINANCE NO.S

AN ORDINANCE AUTHORIZING EAST CARBON CITY'S MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH ECDC ENVIRONMENTAL, L.C. RELATING TO: (1) QUARTERLY PAYMENT OF FEES TO THE CITY DURING THE OPERATION OF THE EAST CARBON LANDFILL, (2) DISPOSAL OF WASTE GENERATED FROM EAST CARBON CITY AND SUNNYSIDE CITY AT THE LANDFILL, AND (3) EAST CARBON CITY'S CONSENT TO IMPORT WASTE FROM OUTSIDE THE STATE OF UTAH AND OUTSIDE THE UNITED STATES:

WHEREAS, ECDC Environmental, L.C. (hereinafter "ECDC") owns and operates a non-hazardous solid waste landfill (**hereinafter the "Landfill"**) **located within the** jurisdictional boundaries of East Carbon City, Utah (hereinafter the "City"); and

WHEREAS, ECDC is the successor in interest to East Carbon Development Corporation, which developed, permitted, and initially operated the Landfill in cooperation with the City and Carbon County, Utah; and

WHEREAS, the City and East Carbon Development Corporation entered into an agreement dated August 8, 1989 (hereinafter the "Agreement"), relating to the development of the Landfill, the annual payment of certain fees by East Carbon Development Corporation to the City during the operation of the Landfill, and the disposal of waste generated from the City and from Sunnyside City, Utah, at the Landfill; and

WHEREAS, the City Council of East Carbon City desires to amend the Agreement (1) to substitute ECDC for East Carbon Development Corporation, (2) to provide for quarterly, as opposed to annual, payment of fees by ECDC to the City, and (3) to clarify the fact, which was implicit in the Agreement, that the City has given and continues to give consent to and authorization for the Landfill to receive non-hazardous waste generated outside the State of Utah and outside the United States, without limitation as to volume;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF **THE CITY OF EAST CARBON, UTAH**:

Section 1. The City Council declares: (a) that it is in the best interests of the City for ECDC's fees to be paid to the City on a quarterly basis, as opposed to an annual basis, for **operation of** the Landfill; (b) that ECDC should be substituted as a party to the Agreement; and (c) that it is in the best interests of the City for the Agreement to be amended and clarified to state specifically that the City consents to and authorizes the importation to the Landfill of municipal solid waste and other non-hazardous waste from outside the State of Utah and outside the United States.

Section 2. The Mayor of the City is hereby authorized to enter into that certain Amended Agreement between East Carbon City, Utah and ECDC Environmental, L.C., a copy of which is annexed hereto, which Amended Agreement shall supersede and entirely replace the Agreement dated August 9, 1989.

Section 3. It is hereby declared that all parts of this ordinance are severable, and if any section, paragraph, clause or provision of this ordinance shall, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining provisions of this ordinance.

Section 4. The City Recorder is hereby directed to post complete copies of this ordinance and the Amended Agreement

annexed hereto at the City offices and at two other public places within the City in satisfaction of the provisions of section 103-711, Utah Code Ann. (1994 supp.). This ordinance shall become effective immediately upon passage and posting.

. Paul Clark
Mayor

ATTEST AND COUNTERSIGNED:

Jaylene Marakis
City Recorder

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AMENDED AGREEMENT

This Amended Agreement is made and entered into as of
this _____ day of _____, 1994 by and between East Carbon
City, a municipal corporation, having its address at P. O. Box
70, 212 East Park Place, East Carbon City, Utah 84520
(hereinafter the "City"), and ECDC Environmental, L. C., a Utah
limited liability company, having its address at 125 South 500
East, Suite 675, Salt Lake City, Utah 84102 (hereinafter
"ECDC").

Recitals

A. ECDC owns and operates a non-hazardous solid waste landfill (hereinafter the "Landfill") located within the jurisdictional boundaries of the City.

B. ECDC is the successor in interest to East Carbon Development Corporation, which developed, permitted and initially operated the Landfill in cooperation with the City and Carbon County, Utah.

C. The City and East Carbon Development Corporation entered into that certain Agreement, dated August 8, 1989 (hereinafter the "Agreement"), relating to the development of the Landfill, the annual payment of certain fees by East Carbon Development Corporation to the City during the operation of the Landfill, and the disposal of waste generated from the City and from Sunnyside City, Utah, at the Landfill. A copy of the Agreement is annexed hereto as Exhibit A.

D. It is the desire and intention of the parties to amend the Agreement (1) to substitute ECDC for East Carbon

Development Corporation, (2) to provide for quarterly, as opposed to annual, payment of fees by ECDC to the City, and (c) to clarify the fact, which was implicit in the Agreement, that the City gives its authorization for the Landfill to receive waste generated outside the State of Utah and outside the United States, without limitation as to volume. It is the desire and *intention of the parties that this Amended Agreement supersede and* entirely replace the Agreement.

NOW THEREFORE, in consideration of the mutual promises, obligations, covenants, and agreements set forth herein, the City and ECDC agree as follows: Agreement

1. Supersession of Previous Agreement.

This Amended Agreement supersedes and replaces the Agreement annexed hereto as Exhibit A. If, however, this Amended Agreement or any ordinance or resolution authorizing or approving this Amended Agreement is held unlawful and void, then the Agreement annexed hereto as Exhibit A shall again be deemed to be in full force and effect between the parties. This Amended Agreement supersedes and cancels any and all previous negotiations, arrangements, offers, agreements or understandings between the parties hereto with respect to the operation of the Landfill. This Amended Agreement expresses and contains the entire agreement of the parties hereto, and there are no expressed or implied representations, warranties or agreements between them except as contained herein.

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2. ECDC's Agreement to Pay Quarterly Fees.

During the term of this Amended Agreement as defined in paragraph 3 hereof, ECDC agrees to pay to the City a quarterly fee for the purposes of helping the City to offset the
 i City's direct and indirect expenses associated with the Landfill and the impact thereof on the City, its citizens, and its infrastructure. The quarterly fee shall be calculated and paid in accordance with the terms of paragraph 4 hereof.

3. Term of Amended Agreement; Renewal.

Payments made pursuant to this Amended Agreement i shall continue so long as the Landfill remains in operation within the jurisdictional boundaries of the City, up to thirtynine (39) years from the date of East Carbon Development Corporation's first payment to the City, which shall be deemed j to have been made on the 1st day of October, 1992. This period

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shall be the term of this Amended Agreement. The term may be

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extended for an additional twenty (20) year period of time so long as the Landfill remains in operation within the jurisdictional boundaries of the City and one of the parties

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gives the other written notice of its desire to extend the term of this Amended Agreement at least one year prior to the date on which the term would otherwise end. If the term of this Amended Agreement is so extended, the quarterly fee to be paid by ECDC to the City shall be increased, consistent with paragraph 4(a) below, by fifty cents (\$0.50) per ton of waste each ten-year period.

4. Method and Computation of Payments.

(a) Within 15 days after the end of each calendar quarter during the term of this Amended Agreement, ECDC shall pay to the City a fee, computed in accordance with this paragraph 4, for each ton of waste received by the Landfill during the preceding quarter, exclusive of waste received from the City and from Sunnyside City. For purposes of this j paragraph, the parties agree that the Landfill shall be deemed to have begun operation on October 1, 1992. The amount of each quarterly payment shall be computed as follows:

- (i) During the first through tenth years of the Landfill's operation: \$0.50 per ton.
- (ii) During the eleventh through twentieth years of the Landfill's operation: \$1.00 per ton.
- (iii) During the twenty-first through
thirtieth years of the Landfill's operation: \$1.50 per ton.
- (iv) During the thirty-first through fortieth years of the Landfill's operation: \$2.00 per ton.

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(b) Together with each quarterly payment to the City, ECDC shall provide the City with a verified statement reflecting the number of tons received at the Landfill during the period i for which payment is made.

5. Disposal of Waste From the City and Sunnyside City.

(a) During the term of this Amended Agreement, **ECDC agrees to provide, at no cost** to the City or Sunnyside City, Utah (a municipal corporation in close proximity to the City), a site for the disposal of municipal solid waste generated by households, government offices, and retail establishments within the City and within Sunnyside City.

(b) ECDC further agrees to provide, at no cost to the City or to Sunnyside City, the equipment and labor necessary to dispose of the municipal solid waste generated by households, governmental offices, and retail establishments within the City and Sunnyside City lawfully transported to the Landfill by commercial carriers only.

(c) The Landfill shall not be open or otherwise available for access by the general public. Instead, access to the Landfill shall be restricted to ECDC, its employees, contractors and customers, and those persons or entities licensed by the City, and/or Sunnyside City, and/or the State of Utah, if such state licensing is ever applicable, to pick up and transport municipal solid waste on a commercial basis.

(d) ECDC hereby reserves the right to reject for disposal at the Landfill any and all materials delivered to the Landfill by the City or Sunnyside City which may be legally classified or identified as materials or substances that are

prohibited for disposal at the Landfill under state or federal law.

6. Exclusive Right to Dispose of Municipal Solid Waste.

Pursuant to the terms of Section 19-6-503(8), of the Utah Code Ann. (1994), of the Utah Solid Waste Management Act, the City hereby agrees that during the term of this Amended Agreement ECDC shall have the sole **and exclusive** right to dispose of solid waste within the City's jurisdictional

boundaries whether such waste is generated within or without the City's jurisdictional boundaries, subject to ECDC's maintaining such state and federal approvals and permits as may be required by federal or state law for the continued operation of the

Landfill.

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7. Authorization to Accept Waste From Out of State.

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The City hereby specifically authorizes and gives its consent for ECDC and its successors to accept at the Landfill, without limitation, municipal solid waste and other non-hazardous solid waste generated outside the State of Utah or outside the United States. Neither the City nor ECDC intends in this Amended Agreement to establish or impose any limitation on the amount of such waste generated outside the State of Utah or outside the United States as may be imported to and received by the Landfill during the term of this Amended Agreement.

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8. Miscellaneous.

(a) ECDC agrees to pay such reasonable attorneys' fees and costs of court as may be incurred by the City in the enforcement of the provisions of this Amended Agreement.

(b) This Amended Agreement, and any conditional use permits issued by the City with respect to the Landfill, shall be assignable only upon the consent of the City, and such consent shall not unreasonably be withheld.

(c) This Amended Agreement shall be binding upon and inure to the benefit of the parties, together with their heirs, successors, administrators, and assigns.

(d) This Amended Agreement may not be modified, amended or supplemented except by a writing signed by both parties.

(e) This Amended Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Utah.

(f) This Amended Agreement is the authorized action of each of the parties. This Amended Agreement is duly executed in conformity with the requirements of all applicable law, and this Amended Agreement is enforceable in accordance with its terms.

EXECUTED on this /zTHday of 5-Of TAN;399 1994, to be
effective as of that date.

ECDC ENVIRONMENTAL, L. C.

By
R e Creamer
is Pvsident.

ATTEST:

EAST CARBON CITY

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Ci'y Recorder

BY
CL. Paul Clark
Its Mayor

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ORIGINAL

AGREEMENT

THIS AGREEMENT is made and entered into as of this day of 1989, by and between EAST CARBON CITY, a municipal corporation, having an address at P.O. Box 70, 212 East Park Place, East Carbon City, Utah 94520, hereinafter City, and EAST CARBON DEVELOPMENT CORPORATION, a Utah corporation, **having an** address at 1480 East Maple Hills Drive, Bountiful, Utah, 84010, hereinafter ECDC.

WHEREAS, ECDC is in the process of acquiring **real property** for the proposed development of a solid waste management facility

near City, and

WHEREAS, ECDC is desirous of developing a solid **waste management** facility on the real property it is seeking for **acquisition**, subject to (1) such property or a portion of such property being annexed into the corporate limits of the City and (2) subject to amendment of City's land development code to allow construction and development and operation of such a waste management facility and (3) subject to obtaining the necessary approvals and permits from the applicable Utah State and federal regulatory agencies and from City, by ECDC; and

WHEREAS, City is desirous of receiving from ECDC a yearly fee to defray the additional expenses which the City anticipates it may incur as a result of ECDC's development, construction and maintenance of its proposed facility, and the general impact thereof on the community and its citizens; and

WHEREAS, ECDC is willing to make! a yearly! Icontribution and to

provide certain other services to City to offset and mitigate such expenses and impact to City; and

WHEREAS, the Utah Solid Waste Management Act, Section 26-32-1 et. seq., Utah Code Annotated 1953, **as amended, provides that** the council of a public entity may assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its ,jurisdictional boundaries and that the said council may enter into long-term agreements with private entities to provide for the operation of a solid waste management facility; and

WHEREAS, the parties hereto are desirous of contracting with each other to provide for the acquisition, construction, operation, maintenance and improvement of a solid waste management facility within the jurisdictional boundaries of the City;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Pay Annual Fee:

ECDC agrees to pay to City an annual fee for the purpose of helping the city to offset the City's direct and indirect expenses associated with ECDC's solid waste management facility and the impact thereof on City, its citizens and its infrastructure.

2. Term of Agreement:

Payments made pursuant to the terms of .this Agreement shall

continue so long as ECDC's facility remains in operation, but in no event longer than thirty-nine (39) years from the date of ECDC's first payment to City.

3. Commencement of Payments:

ECDC's first payment to City shall be due one (1) **year after** the first actual disposal of solid waste material, **other than the** garbage of East Carbon City and Sunnyside City, at ECDC's facility within the jurisdictional boundaries of City.

4. Method and Computation of Payments:

Payments to City by ECDC shall be made annually based on a set fee for each ton of solid waste material, exclusive of garbage from East Carbon and Sunnyside cities, hauled by or for ECDC into its facility, within the jurisdictional boundaries of the City, pursuant to the following formula:

- a. 1st through 10th payment - \$.50 per ton
- b. 11th through 20th payment - 1.00 per ton
- c. 21st through 30th payment - 1.50 per ton
- d. 31st through 40th payment - 2.00 per ton

Together with its annual payment to City, ECDC shall provide City with a verified statement, reflecting the number of tons hauled into ECDC's facility during the period for which payment is applicable.

5. Disposal Site for Solid Waste Generated Within City and Sunnyside City:

ECDC agrees to provide, at no cost to City and Sunnyside City, Utah (a municipal corporation in close proximity to City), a

site for the disposal and burial of solid waste generated by households, governmental offices and retail establishments within the City and the said Sunnyside City. Such disposal site shall be located on land within the ,jurisdictional boundaries of the City acquired and/or leased for the operation of a **solid waste** management facility by ECDC.

6. Disposal and Burial of Solid Waste Generated Within City and Sunnyside City:

ECDC further agrees to provide, at no cost to City and Sunnyside City, the necessary equipment and labor to **properly** dispose of and bury the solid waste generated by households, governmental offices and retail establishments within the City and Sunnyside City which is lawfully hauled into ECDC's solid waste management facility by commercial carriers only.

The parties hereto agree that the disposal site to be provided by ECDC for disposal and burial of solid waste generated by households, governmental offices and retail establishments within the City and Sunnyside City, shall not be open or otherwise be made available for access by the general public and that access thereto shall be restricted to those persons or entities licensed by City and/or Sunnyside City and/or the State of Utah, if such state licensing is ever applicable, to pick-up and transport municipal garbage generated within City and/or Sunnyside City, on a commercial basis.

The parties hereto further agree that the said disposal site for the burial of solid waste generated with City and Sunnyside City shall become available and the burial of the same by ECDC shall begin one (1) year from the date ECDC **receives its first** shipment of solid waste material, the origin of which is outside the jurisdiction of City and Sunnyside City.

The parties hereto agree that disposal and burial of solid waste from City and Sunnyside City by ECDC at its said solid waste management facility shall continue so long as ECDC's facility within City's jurisdictional boundaries remains in operation or for forty (40) years following commencement of such service to the said cities by ECDC, whichever event first occurs.

ECDC hereby reserves the right to reject for disposal any and all materials delivered to its said solid waste management facility by the said contract carriers for East Carbon City and Sunnyside City, which may be legally classified or identified as a material or substance other than solid waste as defined by the Utah Solid Waste Management Act, Section 26-32-1, et. seq., U.C.A. 1953 as amended.

7. Pursuant to Sections 26-32-3 and 26-32-4, U.C.A. 1953, as amended, City hereby agrees treat ECDC shall assume the sole and exclusive right to collect, transport and dispose of such solid waste material generated or existing within or without City's jurisdictional boundaries, except such solid waste material

generated by governmental offices, residences and retail establishments within East Carbon City and Sunnyside City, and subject to ECDC having obtained the necessary Utah State and federal permits necessary to handle and **dispose of such solid waste.**

8. Acquisition and Funding of Acquisition of Section of Utah State Land-:

Pursuant to Section 26-32-3, U.C.A. 1953, as amended, City further agrees to use all reasonable efforts to acquire a section of land (640 acres, more or less) belonging to the State of Utah, identified as Section 16, in Township 15 South, Range 13 East, SLBM, and to thereafter sell or lease that section of land to ECDC, for the operation of the aforesaid solid waste management facility to be operated by- ECDC.

ECDC agrees to fund the total cost of acquisition of the said section of land from the State of Utah by City.

9. ECDC agrees to pay such reasonable attorney's fees incurred by City in the enforcement of the provisions of this Agreement.

10. This Agreement and the Conditional Use Permits contemplated thereby shall be assignable only upon the consent of City and such consent shall not be unreasonably withheld.

11. This Agreement shall be binding upon and inure to the benefit of the heirs, successor., administhators and assigns of the parties hereto.

12. It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

13. This Agreement supercedes and cancels any and all previous negotiations, arrangements, offers, agreements, or understandings, if any, between the parties hereto. **This** Agreement expresses and contains the entire agreement of the parties hereto and there are no express or implied representations, warranties, or agreements between them except as herein contained. This Agreement may not be modified, amended or supplemented except by a writing signed by both parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

14. Enforceability:

The parties hereto represent and warrant to each other that this Agreement is the authorized action of each, that this Agreement is duly executed in conformity with the requirements of all applicable law and that this Agreement is enforceable in accordance with its terms.

EXECUTED on this 77A day of , 1989, to be effective as of the date first set forth above.

Attest:

City Recorder

STATE OF UTAH COUNTY OF

Agreement - Page 8

EAST CARJ30NFLOPMENT CORPORATION

R.~&TEVE CREAMER
ItsPresident
EAST CARBON CITY

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B# JAMES H. --RD-BERTSON
Its: Mayor

BE IT REMEMBERED, that on this ~~ day of, 1989, before me, the undersigned Notary Public in" a~i~r~d county and state, came R. STEVE CREj4MER, President of East Carbon Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of Utah, personally known to me to be such officer, and personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

ORIGINAL

AGREEMENT

THIS AGREEMENT is made and entered into as of this 77-__6~ day of ~f __-, 1989, by and between EAST CARBON CITY, a municipal corporation, having an address at P.O. Box 70, 212 East Park Place, East Carbon City, Utah 811520, hereinafter City, and EAST CARBON DEVELOPMENT CORPORATION, a Utah corporation, having an address at 1480 East Maple Hills Drive, Bountiful, Utah, 84010, **hereinafter ECDC.**

WHEREAS, ECDC is in the process of acquiring real property for the proposed development of a solid waste management facility

near City, and

WHEREAS, ECDC is desirous of developing a solid waste management facility on the real property it is seeking for acquisition, subject to (1) such property or a portion of such property being annexed into the corporate limits of the City and (2) subject to amendment of City's land development code to allow construction and development and operation of such a waste management facility and (3) subject to obtaining the necessary approvals and permits from the applicable Utah State and federal regulatory agencies and from City, by ECDC; and

WHEREAS, City is desirous of receiving from ECDC a yearly fee to defray the additional expenses which the City anticipates it may incur as a result of ECDC's development, construction and maintenance of its proposed facility, and the general impact thereof on the community and its citizens; and

WHEREAS, ECDC is willing to make a yearly contribution and to

provide certain other services to City to offset and mitigate such expenses and impact to City; and

WHEREAS, the Utah Solid Waste Management Act, Section' 26-32-1 et. seq., Utah Code Annotated 1953, as amended, provides that the council of a public entity may assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdictional boundaries and that the said council may enter into long-term agreements with private entities to provide for the operation of a solid waste management facility; and

WHEREAS, the parties hereto are desirous of contracting with each other to provide for the acquisition, construction, operation, maintenance and improvement of a solid waste management facility within the jurisdictional boundaries of the City;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Pay Annual Fee:

ECDC agrees to pay to City an annual fee for the purpose of helping the city to offset the City's direct and indirect expenses associated with ECDC's solid waste management facility and the impact thereof on City, its citizens and its infrastructure.

2. Term of Agreement:

Payments made pursuant to the terms of this Agreement shall

continue so long as ECDC's facility remains in operation, but in no event longer than thirty-nine (39) years from the date of ECDC's first payment to City.

3. Commencement of Payments:

ECDC's first payment to City shall be due one (1) year after the first actual disposal of solid waste material, other than the garbage of East Carbon City and Sunnyside City, at ECDC's facility within the jurisdictional boundaries of City.

4. Method and Computation of Payments:

Payments to City by ECDC shall be made annually based on a set fee for each ton of solid waste material, exclusive of garbage from East Carbon and Sunnyside cities, hauled by or for ECDC into its facility, within the jurisdictional boundaries of the City, pursuant to the following formula:

- a. 1st through 10th payment - \$.50 per ton
- b. 11th through 20th payment - 1.00 per ton
- c. 21st through 30th payment - 1.50 per ton
- d. 31st through 40th payment - 2_.00 per ton

Together with its annual payment to City, ECDC shall provide City with a verified statement reflecting the number of tons hauled into ECDC's facility during the period for which payment is applicable.

5. Disposal Site for Solid Waste Generated Within City and Sunnyside City:

ECDC agrees to provide, at no cost to City and Sunnyside City, Utah (a municipal corporation in close proximity to City), a

site for the disposal and burial of solid waste generated by households, governmental offices and retail establishments within the City and the said Sunnyside City. Such disposal site shall be located on land within the jurisdictional boundaries of the City **acquired and/or leased for the operation of** a solid waste management facility by ECDC.

6. Disposal and Burial of Solid Waste Generated Within City and Sunnyside City:

ECDC further agrees to provide, at no cost to City and Sunnyside City, the necessary equipment and labor to properly dispose of and bury the solid waste generated by households, governmental offices and retail establishments within the City and Sunnyside City which is lawfully hauled into ECDC's solid waste management facility by commercial carriers only.

The parties hereto agree that the disposal site to be provided by ECDC for disposal and burial of solid waste generated by households, governmental offices and retail establishments within the City and Sunnyside City, shall not be open or otherwise be made available for access by the general public and that access thereto shall be restricted to those persons or entities licensed by City and/or Sunnyside City and/or the State of Utah, if such state licensing is ever applicable, to pick-up and transport municipal garbage generated within City and/or Sunnyside City, on a commercial basis.

The parties hereto further agree that the said disposal site for the burial of solid waste generated with City and Sunnyside City shall become available and the burial of the same by ECDC shall begin one (1) year from the date ECDC receives its first shipment of solid waste material, the origin of which is outside the jurisdiction of City and Sunnyside City.

The parties hereto agree that disposal and burial of solid waste from City and Sunnyside City by ECDC at its said solid waste management facility shall continue so long as ECDC's facility within City's jurisdictional boundaries remains in operation or for forty (40) years following commencement of such service to the said cities by ECDC, whichever event first occurs.

ECDC hereby reserves the right; to reject for disposal any and all materials delivered to its, said solid waste management facility by the said contract carriers for East Carbon City and Sunnyside City, which may be legally classified or identified as a material or substance other than solid waste as defined by the Utah Solid Waste Management Act, .Section 26-32-1, et. seq., U.C.A. 1953 as amended.

7. Pursuant to Sections 26-32-3 and 26-32-4, U.C.A. 1953, as amended, City hereby agrees that: ECDC shall assume the sole and exclusive right to collect, transport and dispose of such solid waste material generated or existing within or without City's jurisdictional boundaries, except such solid waste material

generated by governmental offices, residences and retail establishments within East Carbon City and Sunnyside City, and subject to ECDC having obtained the necessary Utah State and federal permits necessary to handle and dispose of such solid **waste**.

8. Acquisition and Funding of Acquisition of Section of Utah State Land:

Pursuant to Section 26-32-3, U.C.A. 1953, as amended, City further agrees to use all reasonable efforts to acquire a section of land (640 acres, more or less) belonging to the State of Utah, identified as Section 16, in Township 15 South, Range 13 East, SLBM, and to thereafter sell or lease that section of land to ECDC, for the operation of the aforesaid solid waste management facility to be operated by ECDC.

ECDC agrees to fund the total cost of acquisition of the said section of land from the State of Utah by City.

9. ECDC agrees to Pay such reasonable attorney's fees incurred, by City in the enforcement of the provisions of this Agreement.

10. This Agreement and the Conditional Use Permits contemplated thereby shall be assignable only upon the consent of City and such consent shall not be unreasonably withheld.

11. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators and assigns of the parties hereto.

12. It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

13. This Agreement supercedes and cancels any and all **previous negotiations**, arrangements, offers, agreements, or understandings, if any, between the parties hereto. This Agreement expresses and contains the entire agreement of the parties hereto and there are no express or implied representations, warranties, or agreements between them except as herein contained. This Agreement may not be modified, amended or supplemented except by a writing signed by both parties. This Agreement shall be governed by and interpreted i

the laws of the State of Utah.

14. Enforceability:

The parties hereto represent and warrant to each other that this Agreement is the authorized action of each, that this Agreement is duly executed in conformity with the requirements of all applicable law and that this Agreement is enforceable in accordance with its terms.

EXECUTED on this 171 _ day of ~5%-----, 1989, to be
effective as of the date first set forth above.

n accordance with

EAST' CAN LOPMENT CORPORATION

-B-p-rR. TEVE CREAMER
Its:--- President

EAST **CARBON CITY**

Byr **JAMES H. ROBERTSON**
Its: Mayor

Attest:

City Recorder

STATE OF UTAH

COUNTY OF ~6c,n

BE IT REMEMBERED, that on this day 1989, before me, the undersigned Notary Public in anC~'for said county and state, came R. STEVE CREAMER, President of East Carbon Development Corporation, a corporation duly organized, incorporated and existing under and by virtue of the 7.aws of Utah, personally known to me to be suc',: officer, and personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

TARY PUBLIC

-. ing At:

My Co mission Expires:

To- ECDFP, L.C.

Consent to Assignment

Effective August 8, 1989, the undersigned entered into an agreement with East Carbon Development Corporation ("ECDC") described as follows: Agreement (referred to below as the "Contract"). Recently, we learned that ECDC has entered into an agreement to sell assets to ECDFP, **L.C. If this agreement is consummated**, ECDC proposes to assign the Contract to ECDFP, L.C.

We hereby agree that if ECDC closes its agreement with ECDFP, L.C., ECDC can assign the Contract to ECDFP, L.C. We acknowledge that the Contract remains in full force and effect and has not been amended, supplemented or modified. To the best of our knowledge, we believe that ECDC is not in default under the Contract.

Very truly yours,
East Carbon City

By:~~
Its:

Attest and countersign:

AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of July, 1993, by and between East Carbon City, a municipal corporation, P.O. Box 70, East Carbon City, Utah 84520 (hereinafter City), and ECDC Environmental, L.C., a Utah limited liability corporation, P.O. Box 69, East Carbon City, Utah 84520 (hereinafter ECDC).

RECITALS

A. On or about August 8, 1989, City and the said East Carbon Development Corporation (also then known as ECDC), the predecessor of the current ECDC, entered into an Agreement concerning the development, construction and operation of a commercial solid waste disposal facility within the City's jurisdictional boundaries. Paragraph 8 of that said Agreement specifically provided as follows:

8. Acquisition and Funding of Section of Utah State Land:

Pursuant to Section 26-32-3, U.C.A. 1953, as amended,
City further agrees to use all reasonable efforts to acquire a section of land (640 acres, more or less) belonging to the State of Utah, identified as Section 16, in Township 15 South, Range 13 East, SLBM, and to thereafter sell or lease that section of land to ECDC, for the operation of the aforesaid solid waste management facility to be operated by ECDC.

ECDC agrees to fund the total cost of acquisition of the
said section of land from the State of Utah by City.

B. On or about July 25, 1989, City filed an application with the Utah Division of State Lands and Forestry (Division) for a private sale of the said land described above and situated in Carbon County, Utah.

C. The Division approved the application and private sale of the real property through a Record of Decision issued January 31, 1990 and executed a Certificate of Sale (No. 24251, date of Sale May 29, 1990) on July 6, 1990 which was recorded August 14, 1990 at the offices of the Carbon County Recorder.

D. Thereafter on October 15, 1990 the City executed an amended Certificate of Sale expressly providing that the estate that was acquired was to endure only for so long as the lands are **used for a public purpose**.

E. Following the City's acquisition of the said real property, it leased the same to the said East Carbon Development Corporation pursuant to a written Lease dated June 5, 1990, which Lease specifically provided in Paragraph 10 thereof as follows:

10. RIGHT OF FIRST REFUSAL: In the event that City ever acquires the legal authority, to sell the said land to a private entity or individual, ECDC shall be given the first opportunity to purchase the same for the sum of Ten Dollars (\$10.00).

F. On or about December 30, 1991 the Division notified the City that the lease of the land to East Carbon Development Corporation, transferred the land out of the City's control and that the lands were no longer being used for a public purpose.

G. The City responded to the Division on January 16, 1992 by legal opinion of Ballard, Spar Andrews & Ingersoll to the effect that the purpose had not changed from that originally proposed and that the use was a public purpose within the meaning of the law.

H. The Division and City have now settled and resolved the claims and rights of each other relative to the alleged limitations

and restrictions contained in the terms of the sale and the alleged breach of the conditions of sale clue to the past and present uses of the property, and have fully and finally released, compromised and settled all of the claims and issues in a manner that will convey to the City a clear and unrestricted fee title.

I. The City, having now acquired clear fee title to the said real property and having the legal authority to convey the same to a private entity is desirous of relinquishing its interest therein to ECDC.

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. The City shall, within ten (10) days of ECDC's payment of the following amounts, relinquish its interest by quit claim deed to ECDC, in and to the said real property described herein:

a. Two Hundred Forty-Three Thousand Dollars

(\$243,000.00) to the Utah Division of State Lands and Forestry

(per the Settlement Agreement between city and Division); and

b. Ten Dollars (\$10.00) to City.

2. The parties acknowledge and confirm that the said Two Hundred Forty-Three Thousand Dollars (\$243,000.00) represents the following:

(i). One Hundred Forty-Five Thousand Dollars

(\$145,000.00) as additional compensation to the Division for

its release of its determinable fee reversionary interest; and

(ii). Ninety-Eight Thousand, TwoHundred
Ninety

Dollars and Forty-Two Cents (\$98,290.42) which represents the July 10, 1993 payoff balance on the amount owing on the original contract between the City and the Division (the original contract purchase price was One Hundred Twelve Thousand Dollars [\$112,000.00]. City made a downpayment and three subsequent payments towards the original purchase price, all of which were funded by ECDC).

3. ECDC does hereby expressly reaffirm that **the property will only be used for the disposal of nonhazardous wasted** as allowed by federal or state environmental statutes and rules, and ECDC will indemnify and hold the City and Division harmless from all claims, causes of action, liability, damages, costs and expenses of any kind including reasonable attorney fees arising out of or in connection with the use of the land for the disposal of any material other than nonhazardous wastes. ECDC agrees to execute a separate agreement to this effect to survive the conveyance and patent of the title to the property by the Division to City and the conveyance thereof by City to ECDC.

4. This Agreement shall be binding upon the parties and their respective successors and assigns.

5. The undersigned have entered into this Agreement with full authority of their respective boards or councils fully intending to be bound hereby.

6. The parties do hereby forever release, compromise, settle and discharge all claims, causes of action, liabilities and rights asserted or unasserted that either may have against the other

arising out of ECDC's use of the said land.

EXECUTED in duplicate original form the day and year first above written, one counterpart to be retained by the City and the other to be retained by ECDC.

EAST CARBON CITY

ECDC ENVIRONMENTAL, L.C.

L. PAUL CLARK, MAYOR
PRESIDENT

EVE CREAMER,

Presentation Discussion Points-East Carbon City Council Meeting-February 11, 2003
J.N.Marrs

Who I am and why I feel I should be involved in the discussion about activities that

affect residents of the area: -Lived in EC in the early 60's; graduated from EC high school -Dad built local Episcopal Church -Member of the Woodrow Pilling family for 40 years -Involved in ranch operations for years -Involved in the long-term care/protection of Woodrow and Erma including health, financial, legal matters -38 year career with Chevron prior to moving to Price-I have knowledge that helps in the discussion -County property owner, business owner and concerned citizen-neighbor Reasons I not here: -I not representing any environmental group, political action group, or anyone else but myself -Not to question the fact the landfill is here (in-spite of hearing a lot about promises made-not kept). I fully understand the economic benefits the landfill brings to the community (approximately 1/2 of the City's annual income comes from the landfill. 2003 it is expected to be 5675,000). I know it bring jobs, donations and other valuable economic considerations. Reasons I am here -to do the following: -To voice my opposition to any hazardous waste ever being allowed into the landfill -To voice my opposition to any low-level radioactive waste of any kind ever oing into the landfill -To voice my opposition to any "hot" nuclear or industrial waste ever coming to Carbon County -To acknowledge the economic value the landfill brings to the community and to "live with" the operation as long as only non-hazardous waste is accepted, and as long as all laws are being met, and as long as there are no violations to the approved licenses and permits -To express the concerns I have (especially in light of the DOE's suggestion they move Moab's waste here) about: the impact on the Pilling's ranch property and business, including the impact on the fee (owned) property; the safety of the crops and water supply; the land value and it's current and future use; the health and marketability of the livestock; the long term real estate value; the long term impact on income/revenue potential; the overall habitability and use of the ranch by Woodrows family I'm requesting the council do the following: 1.Ensure the landfill operator is following all guidelines outlined in their agreements 2.Ensure all city agreements affecting the landfill and current and accurate 3.Make available any public documents related to the landfill including any audit information 4.Ensure you have read all of the background information provided in the DOE plans 5.Form a committee of city and county residents to help with "stewardship" of the landfill 6.Involve county residents and other local governments in the long term landfill discussions 7.To ask any of you who may have personal/financial involvement with the operation of the landfill to excuse yourselves from voting on any actions (representing the city) that may affect the business relationship and to ensure you are following all guidelines outlined in Utah Civil Code as it pertains to elected officials. I am asking you to do whatever is necessary to avoid any hint or suggestion there might be any potential conflict of interest. Don't create any doubts in voter's minds 8.Enter into public record these notes and the attached letter I sent to the editor of the Sun Advocate In summary -Listen to public input, make good, ethical decisions for the city (and county) and base your council decisions on facts.

Attached- Letter to editor

J. N. (Jim) Marrs -P. O. Box 1005-Price, Utah
02/11/03

Sun Advocate

Thursday June 22, 1989

98th Year No. 51

Price: Utah 50 cents

Disposal site will provide economic boost

By STEVE CHRISTENSEN
Sun Advocate editor

EAST CARBON CITY — A company has plans for a municipal waste disposal facility that will provide the city with revenues of \$750,000 a year.

The company, called East Carbon Development Corp., is planning to bring waste from other areas of the county to the facility for permanent disposal. The waste will have previously been burned at an incinerator. It will be shipped via railroad in the form of inert material. Much of the material will be used and some will be similar to the material taken from a home coal furnace. No chemical waste or hazardous waste will be accepted.

Officials of East Carbon Development Corp. explained the operation to a group of East Carbon City residents Tuesday night. The problem is, said Steve Creamer, one of the principals of the company, there is more

waste created in this country than anyone knows what to do with. The type of facility being proposed here is becoming more common — and will be even more common in the future.

"I can see nothing but positive results for the town... We'll even be able to fill some potholes and redo some sidewalks."

Mayor Jim Robertson

A similar facility, except that it handles hazardous waste, is now in operation in Tootle County.

The material that will be accepted at the East Carbon site is entirely safe. In fact, officials say the same type of material is being used as road base in Europe at the present time.

The facility is being proposed for East Car-

bon for three main reasons: good transportation system (railroad), available land, and reliable and limited rainfall.

The railroad system is imperative to the success of the operation. The plan is to use

coal trains to bring the waste material to East Carbon once the coal has been delivered. This could also benefit the area's coal industry by utilizing shipping routes.

The land being sought is privately owned, but Mayor Jim Robertson said it is available. Robertson said the city is now in the process of buying the property into the city. A public hearing on that issue is set for July 11.

(Continued from Page 1)

early suspended operations during extremely windy times.

The entire process is under the regulation and inspection of the Public Health Department.

The cells are then filled and covered each day with a layer of dirt. Once completely filled, a top layer of the fabric material is installed and the entire cell is sealed. Two feet of dirt is then put on top and the fill reverses. It can then be used for another purpose, such as a park, or for grazing.

The company plans to fill approximately one cell a year once they are at full speed, which will take a couple of years. The 3,000 acres of land under consideration would last approximately 30 years.

Plans are to employ 40 people. About 20 of these will be positions necessary to run the facility on an ongoing basis. The other 20 will be construction workers. However, officials say the construction process is almost com-

plete. One cell is prepared while another one is being filled.

East Carbon Development Corp. is seeking an initial investment of \$5 million and is asking for no public financing or guarantees.

East Carbon City will receive a 50 percent share of the revenues from the facility. A full operation that would amount to \$750,000 per year. However, officials warn there is no guarantee how fast construction can be obtained.

Regarding, Robertson said he can see "nothing but positive results for the town." He said a group of East Carbon officials recently toured the Tootle facility and they are convinced the operation being proposed is safe and will greatly benefit the entire area.

The company has also agreed to take all garbage from East Carbon City and Sny's, Inc. at the facility at no charge. Robertson said the benefit to the town will be substantial. "We'll even be able to fill some potholes and redo some sidewalks," he said.

Limited rainfall is necessary, since any liquid that comes out of the material must be used for impurities and may need to be disposed of in different manner — less water, more problems.

Officials say all possible precautions will be taken to see that there is no pollution caused by the facility. The possible types of pollution are water and air.

Water pollution will be eliminated by a fabric liner that will entirely surround the waste material. Cells will be built 400 yards by 250 yards by 60 feet deep (50 feet below the existing ground level and 30 feet above). The cells are entirely lined with a material that is impervious to 99.5 percent of all chemicals known to man.

The potential for air pollution exists only during windy periods. Most of that concern will be eliminated by covering the waste daily. However, it might be necessary to temper-

(Continued on Page 11)

RADIATION EXPOSURE COMPENSATION SYSTEM
CLAIMS TO DATE SUMMARY
OF CLAIMS RECEIVED BY 02/05/2003

All Claims

COUNT OF CLAIMS						
Claim Type Desc	Pending	Approved	% Approved/ of Disposed	\$ Approved	Denied	Total
Childhood Leukemia	1	23	54.8	\$1,150,000	19	43
Other Downwinder	1,492	5,674	75.6	\$283,670,000	1,829	8,995
Onsite Participant	253	537	38.7	\$38,610,170	927	1,717
Uranium Miner	659	2,404	56.9	\$239,791,500	1,824	4,887
Uranium Miller	135	193	83.2	\$19,300,000	39	367
Ore Transporter	34	52	85.2	\$5,200,000	9	95
Total:	2,574	8,883	65.7	\$587,721,670	4,647	16,104

SUMMARY OF COMPENSATION PAID				
Claim Type Desc	# of Claims with DCN	# of Payees	Value of Claims with DCN	Claims with Payment Date
Childhood Leukemia	23	33	\$1,150,000	\$1,150,000
Other Downwinder	5,354	8,482	\$267,417,357	\$252,024,522
Onsite Participant	417	588	\$30,506,026	\$29,093,526
Uranium Miner	2,368	3,600	\$235,696,929	\$230,483,596
Uranium Miller	171	258	\$17,100,000	\$14,600,000
Ore Transporter	48	51	\$4,600,000	\$3,900,000
Total:	8,377	13,012	\$556,470,312	\$531,231,644

VALUE OF PENDING CLAIMS			
Claim Type Desc	# of Pending Claims	# of Potential Payees	Value of Pending Claims
Childhood Leukemia	1	1	\$50,000
Other Downwinder	1,492	2,997	\$74,600,000
Onsite Participant	253	352	\$18,975,000
Uranium Miner	659	1,119	\$65,900,000
Uranium Miller	135	201	\$13,500,000
Ore Transporter	34	44	\$3,400,000
Total:	2,574	4,714	\$176,425,000

COUNT OF CLAIMS: NON-APPEALS						
Claim Type Desc	Pending	Approved	% Approved/ of Disposed	\$ Approved	Denied	Total
Childhood Leukemia	1	23	89.7	\$1,150,000	10	34
Other Downwinder	1,492	5,643	78.0	\$282,120,000	1,590	8,725
Onsite Participant	253	518	40.5	\$37,277,757	761	1,532
Uranium Miner	659	2,291	59.2	\$228,491,500	1,580	4,530
Uranium Miller	135	192	83.8	\$19,200,000	37	364
Ore Transporter	34	50	84.7	\$5,000,000	9	93
Total:	2,574	8,717	68.6	\$573,239,257	3,987	15,278

COUNT OF CLAIMS: APPEALS						
Claim Type Desc	Pending	Approved	% Approved/ of Disposed	\$ Approved	Denied	Total
Childhood Leukemia	0	0	0	0	9	9
Other Downwinder	14	31	12.1	\$1,550,000	225	270
Onsite Participant	10	19	10.9	\$1,332,413	156	185
Uranium Miner	10	113	32.6	\$11,300,000	234	357
Uranium Miller	1	1	50.0	\$100,000	1	3
Ore Transporter	0	2	100.0	\$200,000	0	2
Total:	35	166	21.0	\$14,482,413	625	826

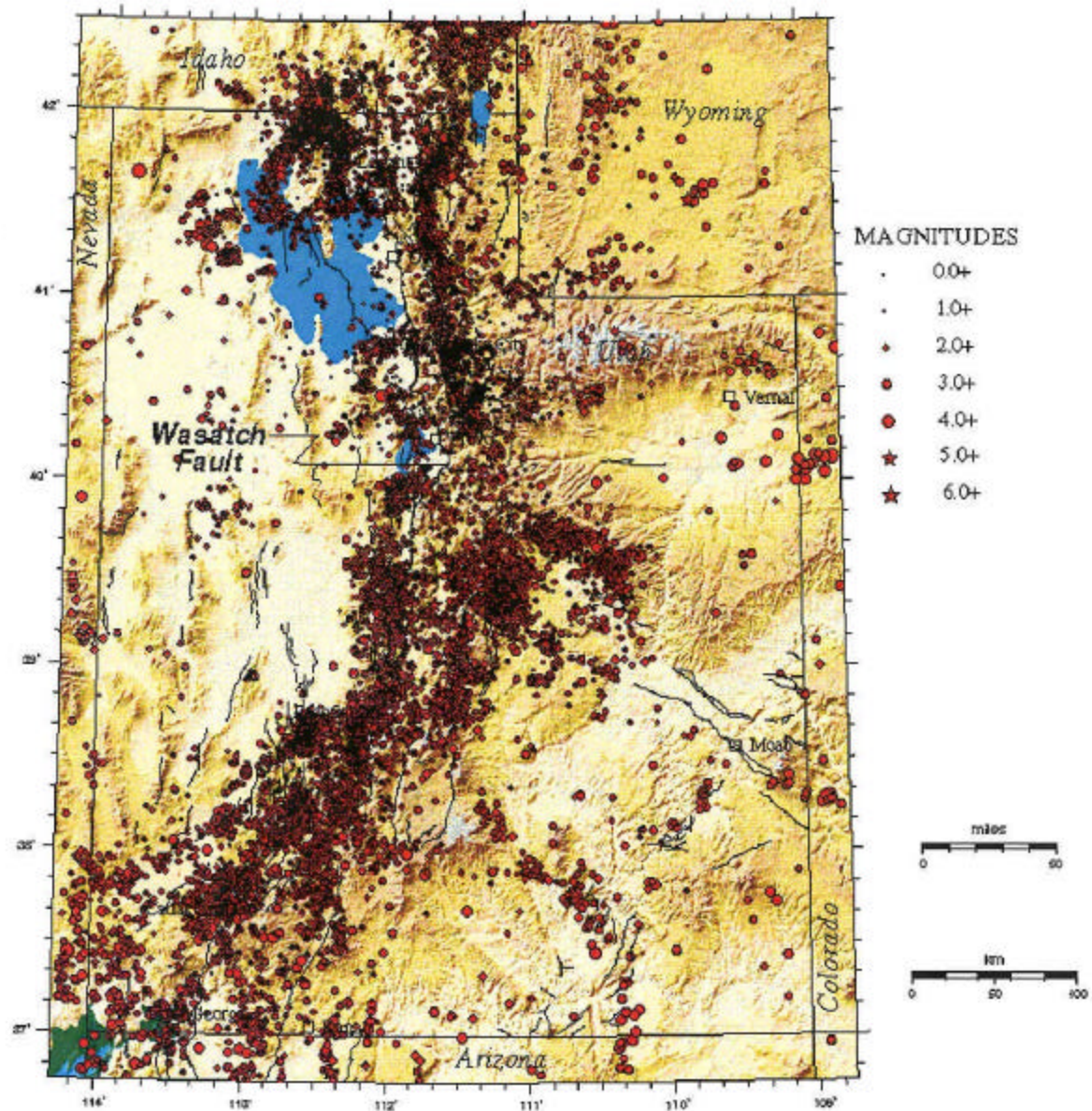
Radiation dose standard at nearest residence of Atlas Moab tailings only met for non-permanent occupancy

In a memorandum prepared by Senes Consultants on behalf of the Moab Mill Reclamation Trust, the annual above-background dose from radon and gamma radiation is calculated for the nearest residence of the Atlas Moab tailings for the years 1994 - 1999. The annual dose ranged between 42.5 - 95.1 mrem (0.425 - 0.951 mSv).

This calculation is based on an assumed occupancy of 90%. For 100% occupancy, the 100 mrem (1 mSv) annual dose standard would have been exceeded in the years 1995 and 1999. This means that the residents are forced to spend 10% of the year elsewhere, if they don't want to exceed the annual dose standard.

(Senes Consultants Limited: Estimated Annual Radiation Doses at the Nearest Residence, Former Atlas Mill Site, Moab, Utah for the Years 1994 to 1999; 22 August 2000. available through ADAMS <http://www.nrc.gov/reading-rm/adams.html>)

EARTHQUAKES IN THE UTAH REGION 1850-2001



Earthquake epicenters, located by the University of Utah Seismograph Stations, superposed on a map of Quarternary (geologically young) faults compiled by the Utah Geological Survey. The Wasatch fault is shown in bold. Earthquakes of magnitude 5.0 and larger are specially indicated.

Recent Earthquakes in the Intermountain West

— PRELIMINARY EARTHQUAKE REPORT —

University of Utah Seismograph Stations, Salt Lake City, Utah

Version #2: This report supersedes any earlier reports of this earthquake.

This event has been reviewed by a data analyst.

A micro earthquake occurred on Saturday, 1 February 2003 at 5:59:01AM (MST).
The magnitude 2.0 event occurred 22 km (14 miles) NW of E. Carbon City, UT.
The hypocentral depth is 4 km (2 miles).

Magnitude 2.0 - local magnitude, synthetic Wood-Anderson (Ml)

Time Saturday, 1 February 2003 at 5:59:01AM (MST)

Saturday, 1 February 2003 at 12:59:01 (UTC)

Location from E. Carbon City, UT - 22 km (14 miles) NW (323 degrees)

from Wellington, UT - 23 km (14 miles) NE (38 degrees)

from Sunnyside, UT - 23 km (15 miles) NW (318 degrees)

from Helper, UT - 24 km (15 miles) E (84 degrees)

from Price, UT - 24 km (15 miles) ENE (60 degrees)

Coordinates 39 deg. 42.4 min. N (39.707N), 110 deg. 34.2 min. W (110.570W)

Depth 3.6 km (2.2 miles)

Quality Fair

Parameters Nst= 12, Nph=0, Dmin=54.8 km, Rmss=0.25 sec, Erho=2 km, Erz=2.7 km, Gp=223.2 degrees
(parameter info)

Event ID# uu02011259

Additional [map](#)
Information

[[Index map](#) || [big earthquake list](#) || [all earthquake list](#) || [glossary of terms](#) || [top of page](#)]

Data Sources:

Utah Region + Yellowstone National Park Region = [University of Utah Seismograph Stations](#)
a member of the [Council of the National Seismic System \(CNSS\)](#)

Recent Earthquakes in the Intermountain West

— PRELIMINARY EARTHQUAKE REPORT —

University of Utah Seismograph Stations, Salt Lake City, Utah

Version #0: This report supersedes any earlier reports of this earthquake.

This is a computer-generated message not yet reviewed by a seismologist.

A minor earthquake occurred on Saturday, 1 February 2003 at 9:36:08AM (MST).
The magnitude 3.2 event occurred 33 km (21 miles) ENE of Sunnyside, UT.
The hypocentral depth is 12 km (7 miles).

Magnitude **3.2** - coda duration magnitude (Mcd)

Time Saturday, 1 February 2003 at 9:36:08AM (MST)

Saturday, 1 February 2003 at 16:36:08 (UTC)

Location from Sunnyside, UT - 33 km (21 miles) ENE (76 degrees)
from E. Carbon City, UT - 36 km (22 miles) ENE (76 degrees)
from Wellington, UT - 63 km (39 miles) E (81 degrees)
from Myton, UT - 63 km (39 miles) S (176 degrees)
from Price, UT - 69 km (43 miles) E (87 degrees)

Coordinates 39 deg. 37.5 min. N (39.625N), 110 deg. 0.5 min. W (110.009W)

Depth 11.7 km (7.3 miles)

Quality Poor

Parameters Nst= 7, Nph= 7, Dmin=14.9 km, Rmss=1.38 sec, Erho=46 km, Erzz=76.5 km, Gp=259.2
degrees ([parameter info](#))

Event ID# uu02011636

Additional
Information [map](#)

[[Index map](#) || [big earthquake list](#) || [all earthquake list](#) || [glossary of terms](#) || [top of page](#)]

Data Sources:

Utah Region + Yellowstone National Park Region = [University of Utah Seismograph Stations](#)
a member of the [Council of the National Seismic System \(CNSS\)](#)

CITY OF EAST CARBON

Budget Worksheet - Detail
April 30, 2002 (4/02)Page: 1
May 2, 2002 16:36

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
TAXES						
10-31-100	CURRENT YEAR PROPERTY TAXES	277,591	277,582	302,000	0	278,000
10-31-200	PRIOR YEAR PROPERTY TAXES	15,848	13,449	19,628	0	13,500
10-31-300	SALES AND USE TAXES	108,068	85,975	100,000	0	97,000
10-31-400	FRANCHISE TAXES	26,726	24,006	30,000	0	25,000
	Totals:	428,233	401,012	451,628	0	413,500
LICENSES AND PERMITS						
10-32-100	BUSINESS LICENSES AND PERMITS	2,118	1,868	1,900	0	1,900
10-32-210	BUILDING PERMITS	3,454	2,088	5,000	0	3,000
10-32-250	ANIMAL LICENSES	3,409	2,245	3,000	0	3,000
	Totals:	8,981	6,201	9,900	0	7,900
INTERGOVERNMENTAL REVENUE						
10-33-100	FEDERAL GRANTS	0	0	0	0	—
10-33-200	CIB GRANT/LAND ACQUISITION-DAM	0	0	0	0	—
10-33-400	STATE GRANTS	0	7,380	0	0	—
10-33-560	CLASS "C" ROAD FUND ALLOTMENT	63,004	46,568	70,000	0	105,000
10-33-580	STATE LIQUOR FUND ALLOTMENT	1,037	312	1,500	0	1,500
	Totals:	64,041	54,260	71,500	0	106,500
CHARGES FOR SERVICES						
10-34-200	PUBLIC SAFETY	0	0	0	0	—
10-34-210	POLICE SER. AGREE. CARBON CO.	22,005	22,000	22,000	0	22,000
10-34-211	POLICE AGREEMENT SUNNYSIDE	6,000	9,000	6,000	0	6,000
10-34-212	OTHER/ECDC POLICE REVENUE	0	0	10,000	0	—
10-34-213	ECDC POLICE AGREEMENT	6,000	1,500	6,000	0	6,000
10-34-220	FIRE AGREEMENT CARBON COUNTY	0	0	0	0	—
10-34-240	INSPECTION FEES	0	0	0	0	—
10-34-430	REFUSE COLLECTION CHARGES	0	0	0	0	—
10-34-550	ANIMAL CONTROL & SHELTER FEES	100	60	300	0	100
10-34-740	PARK & REC. FEES/BMX TRACK	2,075	0	1,500	0	—
10-34-800	ECDC TIPPAGE FEES	0	0	539,643	0	675,000
10-34-900	WATER AGREEMENT W/SUNNYSIDE	0	252,766	13,000	0	13,000
10-34-910	SEWER AGREEMENT WITH SUNNYSIDE	0	808	0	0	6,000
	Totals:	36,180	286,134	598,443	0	723,100
FINES AND FORFEITURES						
10-35-100	COURT FINES	7,225	13,839	9,000	0	14,000
	Totals:	7,225	13,839	9,000	0	14,000
RENTS & LEASE REVENUE						
10-36-200	RENTS AND CONCESSIONS	1,535	2,128	2,000	0	3,900
	Totals:	1,535	2,128	2,000	0	3,900

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
RENTS & LEASE REVENUE						
MISCELLANEOUS REVENUE						
10-38-100	INTEREST EARNINGS	10,299	11,405	44,000	0	15,000
10-38-110	INTEREST EARNINGS-CLASS C ROAD	4,417	0	0	0	—
10-38-140	TRANSFER FROM SPECIAL R	0	0	0	0	—
10-38-400	SALE OF FIXED ASSETS	650	750	1,000	0	500
10-38-500	OPERATION SANTA	3,553	3,100	3,100	0	3,100
10-38-900	SUNDRY REVENUES	187	159	150	0	110
10-38-910	ECONOMIC DEVELOPMENT	0	0	15,000	0	—
10-38-920	LAND LEASE & SALES	26,390	19,396	26,000	0	18,000
10-38-930	COMMUNITY DAZE	295	4,342	6,000	0	5,000
10-38-940	COLUMBIA PARK PROJECT	0	596	0	0	—
	Totals:	45,791	39,748	95,250	0	41,700
CONTRIBUTIONS AND TRANSFERS						
10-39-100	TRANSFER FROM SPECIAL REVENUE	41,358	0	0	0	—
10-39-200	TRANSFER FROM WATER FUND	10,000	0	10,000	0	10,000
10-39-300	TRANSFER FROM GARBAGE FUND	5,000	0	5,000	0	5,000
10-39-400	TRANSFER FROM SEWER FUND	5,000	0	5,000	0	5,000
10-39-500	ADMIN. FEES - INFRASTRUCTURES	0	0	0	0	—
	Totals:	61,358	0	20,000	0	20,000
	Revenue Totals:	653,344	803,322	1,257,721	0	1,290,600
LEGISLATIVE						
10-41-110	SALARIES - MAYOR AND COUNCIL	16,800	14,000	16,800	0	16,800
10-41-130	EMPLOYEE BENEFITS	1,836	1,164	1,991	0	1,991
10-41-230	TRAVEL	425	93	700	0	700
10-41-240	OFFICE SUPPLIES AND EXPENSE	1,169	239	2,000	0	1,000
10-41-330	EDUCATION AND TRAINING	707	25	1,000	0	1,000
10-41-510	INSURANCE & BONDS	2,500	0	2,500	0	2,500
10-41-540	CONTRIBUTIONS	0	0	0	0	—
	Totals:	23,437	15,521	24,991	0	23,991
COURT						
10-42-110	SALARIES AND WAGES	0	0	0	0	4,800
10-42-130	EMPLOYEE BENEFITS	0	0	0	0	400
10-42-240	OFFICE SUPPLIES AND EXPENSE	0	0	0	0	2,500
10-42-330	EDUCATION & TRAINING	0	0	0	0	2,500
10-42-510	INSURANCE & BONDS	0	0	0	0	500
	Totals:	0	0	0	0	8,700
ADMINISTRATIVE						
10-43-230	TRAVEL	371	0	1,000	0	1,000

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
ADMINISTRATIVE						
10-43-240	OFFICE SUPPLIES AND EXPENSE	12,171	5,180	10,000	0	<u>10,000</u>
10-43-250	CONTRACT LABOR	415	601	1,000	0	<u>1,000</u>
10-43-260	BLDGS & GRDS-SUPPLIES & MAINT.	250	731	1,000	0	<u>1,000</u>
10-43-270	UTILITIES	4,507	2,651	4,500	0	<u>4,500</u>
10-43-280	TELEPHONE	1,170	1,447	3,000	0	<u>3,000</u>
10-43-290	ELECTION	0	1,531	1,000	0	<u>1,000</u>
10-43-310	PROFESSIONAL SERVICES/AUDIT	20,390	15,300	18,500	0	<u>15,500</u>
10-43-510	INSURANCE AND SURETY BONDS	1,620	0	1,500	0	<u>1,500</u>
10-43-620	BMX - MISC. SERVICES	2,091	341	3,660	0	<u>3,660</u>
10-43-630	SUB FOR SANTA	4,551	1,740	5,000	0	<u>5,000</u>
10-43-640	COMMUNITY DAZE	0	203	0	0	<u>0</u>
10-43-650	SAVE THE SCHOOL	0	0	0	0	<u>0</u>
10-43-660	CARBON MEDICAL CLINIC CDBG	0	0	0	0	<u>0</u>
10-43-740	CAPITAL OUTLAY - EQUIPMENT	40,655	653	33,000	0	<u>24,909.40</u>
10-43-810	DEBT SERVICE - PRINCIPAL	0	562,789	511,285	0	<u>563,605</u>
	Totals:	88,191	593,167	594,445	0	<u>659,474.40</u>
TREASURER						
10-44-110	SALARIES AND WAGES	29,107	24,748	29,966	0	<u>30,686</u>
10-44-130	EMPLOYEE BENEFITS	11,508	5,338	16,739	0	<u>12,606</u>
10-44-230	TRAVEL	24	100	250	0	<u>250</u>
10-44-330	EDUCATION & TRAINING	0	0	550	0	<u>600</u>
10-44-510	INSURANCE AND SURETY BONDS	1,522	50	2,000	0	<u>2,000</u>
10-44-740	CAPITAL OUTLAY - EQUIPMENT	0	0	625	0	<u>1,000</u>
	Totals:	42,161	30,236	50,130	0	<u>47,042</u>
RECORDER						
10-45-110	SALARIES AND WAGES	29,464	22,801	32,310	0	<u>26,040</u>
10-45-130	EMPLOYEE BENEFITS	11,879	6,515	17,063	0	<u>11,727</u>
10-45-230	TRAVEL	22	665	500	0	<u>500</u>
10-45-330	EDUCATION & TRAINING	22	285	1,000	0	<u>1,000</u>
10-45-510	INSURANCE AND SURETY BONDS	1,000	50	2,000	0	<u>2,000</u>
10-45-740	CAPITAL OUTLAY - EQUIPMENT	0	0	850	0	<u>1,000</u>
	Totals:	42,387	30,316	53,723	0	<u>42,267</u>
ATTORNEY						
10-46-110	SAL/WAGES	14,232	1,148	20,000	0	<u>20,000</u>
10-46-310	PROFESSIONAL & TECH. SERVICES	696	12,975	0	0	<u>0</u>
10-46-610	ATTORNEY WAGES & SALARIES	0	0	0	0	<u>0</u>
10-46-620	MISCELLANEOUS SERVICES	0	0	0	0	<u>0</u>
	Totals:	14,928	14,123	20,000	0	<u>20,000</u>
NON-DEPARTMENTAL						
10-49-330	CITY CELEBRATION/COMM. DAZE	1,420	5,775	5,000	0	<u>0</u>
10-49-630	STREET LIGHTING	17,817	15,471	19,000	0	<u>19,000</u>

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
NON-DEPARTMENTAL						
10-49-640	ECONOMIC DEVELOPMENT	500	0	1,500	0	<u>1,500</u>
	Totals:	19,737	21,246	25,500	0	<u>20,500</u>
GENERAL GOVERNMENT BUILDINGS						
10-50-240	GEN. GOV. BLDG. OFFICE SUPPLIES	1,088	37	0	0	<u>100</u>
10-50-250	EQUIPMENT-SUPPLIES & MAINT.	798	1,351	1,000	0	<u>2,000</u>
10-50-260	BLDGs & GROUNDS-SUPP. & MAINT.	923	30	1,000	0	<u>500</u>
10-50-270	UTILITIES	844	945	1,000	0	<u>1,000</u>
10-50-280	TELEPHONE	271	0	1,000	0	<u>1,000</u>
	Totals:	3,924	2,363	4,000	0	<u>4,000</u>
POLICE DEPARTMENT						
10-54-110	SALARIES AND WAGES	140,728	104,502	138,910	0	<u>130,000</u>
10-54-130	EMPLOYEE BENEFITS	53,067	22,034	70,204	0	<u>62,400</u>
10-54-230	TRAVEL	262	152	500	0	<u>500</u>
10-54-240	OFFICE SUPPLIES AND EXPENSE	1,023	(567)	3,000	0	<u>4,000</u>
10-54-250	EQUIPMENT-SUPPLIES & MAINT.	11,665	13,689	9,000	0	<u>13,000</u>
10-54-260	BLDGs & GROUNDS/JAIL MAINT.	2,002	3,204	0	0	<u>3,500</u>
10-54-270	UTILITIES	1,625	1,697	2,000	0	<u>2,000</u>
10-54-280	TELEPHONE	3,295	2,569	2,500	0	<u>2,700</u>
10-54-330	EDUCATION AND TRAINING	2,678	685	1,700	0	<u>1,700</u>
10-54-470	UNIFORM ALLOWANCE	4,342	3,650	3,000	0	<u>3,000</u>
10-54-510	INSURANCE AND SURETY BONDS	2,500	0	7,000	0	<u>7,000</u>
10-54-570	BMX EXPENDITURE	(29)	0	0	0	<u>—</u>
10-54-740	CAPITAL OUTLAY - EQUIPMENT	975	700	10,000	0	<u>15,000</u>
	Totals:	224,133	152,315	247,814	0	<u>244,800</u>
FIRE PROTECTION						
10-57-110	SALARIES AND WAGES	4,408	2,795	5,000	0	<u>5,000</u>
10-57-130	EMPLOYEE BENEFITS	753	217	1,000	0	<u>1,000</u>
10-57-250	EQUIPMENT SUPPLIES & MAINT.	7,728	1,970	3,000	0	<u>3,000</u>
10-57-270	UTILITIES	1,284	951	1,000	0	<u>1,000</u>
10-57-330	EDUCATION AND TRAINING	10	27	500	0	<u>500</u>
10-57-510	INSURANCE AND SURETY BONDS	4,000	0	2,500	0	<u>2,500</u>
10-57-740	CAPITAL OUTLAY - EQUIPMENT	1,585	0	1,300	0	<u>4,000</u>
	Totals:	19,768	5,960	14,300	0	<u>18,000</u>
BUILDING INSPECTION						
10-58-110	SALARIES AND WAGES	6,015	2,245	6,000	0	<u>6,000</u>
10-58-130	EMPLOYEE BENEFITS	920	153	500	0	<u>1,000</u>
10-58-230	TRAVEL	0	0	0	0	<u>300</u>
10-58-250	EQUIP.-SUPPLIES, MAINT. & TRAVEL	355	195	500	0	<u>500</u>
10-58-280	TELEPHONE	0	125	0	0	<u>200</u>
10-58-310	PROFESSIONAL & TECH. SERVICES	0	0	0	0	<u>—</u>
10-58-510	INSURANCE & BONDS	350	0	0	0	<u>—</u>

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
BUILDING INSPECTION						
	Totals:	7,640	2,718	7,000	0	8,000
ANIMAL CONTROL						
10-59-110 SALARIES AND WAGES		0	0	0	0	—
10-59-130 EMPLOYEE BENEFITS		0	0	0	0	—
10-59-230 TRAVEL		0	0	0	0	—
10-59-250 EQUIPMENT-SUPPLIES & MAINT.		0	0	0	0	—
10-59-330 EDUCATION & TRAINING		0	0	0	0	—
10-59-510 INSURANCE AND SURETY BONDS		0	0	0	0	—
10-59-740 CAPITAL OUTLAY - EQUIPMENT		0	0	0	0	—
	Totals:	0	0	0	0	—
STREETS						
10-60-110 SALARIES AND WAGES		18,611	18,948	24,525	0	17,326
10-60-130 EMPLOYEE BENEFITS		8,986	6,456	26,311	0	18,161 (James Ins.)
10-60-230 TRAVEL		0	435	500	0	600
10-60-240 OFFICE SUPPLIES AND EXPENSE		3,575	1,575	5,000	0	5,000
10-60-250 EQUIPMENT-SUPPLIES & MAINT.		15,708	9,187	9,000	0	9,200
10-60-275 UTILITIES - STREET LIGHTING		2,954	834	2,000	0	2,000
10-60-280 TELEPHONE		588	456	1,000	0	1,000
10-60-330 EDUCATION AND TRAINING		0	286	500	0	500
10-60-510 INSURANCE & BONDS		4,476	0	6,000	0	6,000
10-60-740 CAP. OUTLAY		388	0	5,000	0	5,000
	Totals:	55,286	38,177	79,836	0	64,787
CLASS C ROADS						
10-67-110 SALARIES AND WAGES		27,186	21,881	31,117	0	24,948
10-67-130 EMPLOYEE BENEFITS		11,734	6,215	10,500	0	12,152
10-67-230 TRAVEL		0	0	0	0	—
10-67-250 EQUIPMENT SUPPLIES AND MAINT.		1,310	6,741	5,000	0	7,000
10-67-270 UTILITIES		747	106	0	0	200
10-67-280 TELEPHONE		373	113	500	0	200
10-67-510 INSURANCE & BONDS		0	0	500	0	500
10-67-730 CLASS C ROADS		71,695	24,635	30,000	0	35,000
	Totals:	113,045	59,691	77,617	0	80,000
PARKS AND RECREATION						
10-70-110 SALARIES AND WAGES		26,166	19,500	23,505	0	18,739.30
10-70-130 EMPLOYEE BENEFITS		11,312	1,823	13,860	0	9,059.30
10-70-250 EQUIPMENT-SUPPLIES & MAINT.		6,624	1,893	6,000	0	6,000
10-70-270 UTILITIES		121	22	0	0	—
10-70-275 UTILITIES - PARKS		146	148	2,000	0	2,000
10-70-280 TELEPHONE		884	53	1,000	0	500
10-70-350 GOLF COURSE		0	0	0	0	—
10-70-360 COLUMBIA PARK PROJECT		0	0	0	0	—

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
GENERAL FUND						
PARKS AND RECREATION						
10-70-510	INSURANCE BOND	3,657	0	5,000	0	<u>5,000</u>
10-70-740	CAPITAL OUTLAY	275	0	5,000	0	<u>17,000</u>
	Totals:	49,185	23,439	56,365	0	<u>46,298.60</u>
TRANSFERS & CONTRIBUTIONS						
10-90-100	CONTRIBUTIONS	2,835	866	2,000	0	<u>2,000</u>
10-90-110	SALARIES AND WAGES	(41,000)	0	0	0	<u>—</u>
10-90-910	TRANSFER TO CAP PROJECTS FUND	0	0	0	0	<u>—</u>
	Totals: (	38,165)	866	2,000	0	<u>2,000</u>
	Expenditure Totals:	665,657	990,138	1,257,721	0	<u>1,290,660</u>
	GENERAL FUND Totals: (	12,313)	186,816)	0	0	<u>—</u>

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
SPECIAL REVENUE						
RENTS & LEASE REVENUE						
20-36-100	INTEREST EARNINGS	8,531	0	0	0	
	Totals:	8,531	0	0	0	
OPERATING REVENUE						
20-37-700	ECDC TIPPAGE FEES	503,276	406,105	0	0	
	Totals:	503,276	406,105	0	0	
	Revenue Totals:	511,807	406,105	0	0	
bonds						
20-47-130	SWEEP FEES	0	0	0	0	
	Totals:	0	0	0	0	
Transfers						
20-48-320	CONTRIBUTION TO DEBT SERVICE	182,368	0	0	0	
20-48-330	EDUCATION AND TRAINING	41,358	0	0	0	
20-48-350	CONTRIBUTION TO ENTERPRISE	312,230	0	0	0	
	Totals:	535,956	0	0	0	
	Expenditure Totals:	535,956	0	0	0	
	SPECIAL REVENUE Totals: (	24,149)	406,105	0	0	

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
DEBT SERVICE						
RENTS & LEASE REVENUE						
30-36-100	INTEREST EARNINGS	16,347	0	0	0	
	Totals:	16,347	0	0	0	
MISCELLANEOUS REVENUE						
30-38-130	TRANSFER FROM GENERAL	0	0	0	0	
30-38-140	TRANSFER FROM SPECIAL R	182,368	0	0	0	
	Totals:	182,368	0	0	0	
	Revenue Totals:	198,715	0	0	0	
bonds						
30-47-100	BOND INTEREST	138,353	0	0	0	
30-47-110	BOND PRINCIPAL	18,000	0	0	0	
30-47-120	BOND PAYING FEES	3,662	0	0	0	
30-47-130	SWEEP FEES	1,094	0	0	0	
	Totals:	161,109	0	0	0	
	Expenditure Totals:	161,109	0	0	0	
	DEBT SERVICE Totals:	37,606	0	0	0	

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
CAPITAL PROJECT FUND						
INTERGOVERNMENTAL REVENUE						
45-33-400	STATE GRANT	0	0	0	0	
	Totals:	0	0	0	0	
RENTS & LEASE REVENUE						
45-36-700	SALE OF BONDS	0	0	0	0	
	Totals:	0	0	0	0	
MISCELLANEOUS REVENUE						
45-38-100	INTEREST	15,330	0	0	0	
	Totals:	15,330	0	0	0	
CONTRIBUTIONS AND TRANSFERS						
45-39-100	TRANSFER FROM GENERAL FUND	0	0	0	0	
	Totals:	0	0	0	0	
	Revenue Totals:	15,330	0	0	0	
EXPENDITURES						
45-40-300	BOND ISSUE COSTS	0	0	0	0	
45-40-310	FY 96 BOND ISSUE COSTS	0	0	0	0	
45-40-400	BANK CHARGE	0	0	0	0	
45-40-550	ENGINEERING	(4,212)	0	20,000	0	
45-40-560	CONSTRUCTION - IMPROVEMENTS	0	0	0	0	
45-40-570	ROAD BOND FUND EXPENSE	0	0	0	0	
45-40-580	MISC. -(CODIFYING & INTERNET)	0	1,738	30,000	0	
45-40-830	SWEEP FEES	0	0	0	0	
	Totals:	(4,212)	1,738	50,000	0	
Transfers						
45-48-320	CONTRIBUTION TO DEBT SERVICE	41,000	0	0	0	
	Totals:	41,000	0	0	0	
	Expenditure Totals:	36,788	1,738	50,000	0	
	CAPITAL PROJECT FUND Totals:	(21,458)	(1,738)	(50,000)	0	

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
WATER FUND						
OPERATING REVENUE						
51-37-100	WATER SALES	180,520	130,796	174,703	0	210,700
51-37-200	CONNECTION FEES	3,375	125	2,000	0	1,500
51-37-300	PENALTIES AND FORFEITURES	8,527	8,344	9,000	0	9,000
51-37-400	SUNNYSIDE PLANT REIMBURSEMENTS	12,827	0	0	0	0
	Totals:	205,249	139,265	185,703	0	221,200
MISCELLANEOUS REVENUE						
51-38-100	INTEREST EARNINGS	45,832	0	0	0	0
51-38-140	TRANSFER FROM SPECIAL A	178,838	0	0	0	0
51-38-900	MISCELLANEOUS	1,534	1,935	0	0	0
	Totals:	226,204	1,935	0	0	0
	Revenue Totals:	431,453	141,200	185,703	0	0
EXPENDITURES						
51-40-110	SALARIES AND WAGES	53,866	44,415	53,972	0	47,708.70
51-40-130	EMPLOYEE BENEFITS	21,362	17,071	23,900	0	18,019.80
51-40-230	TRAVEL	0	0	500	0	1,087.50
51-40-240	OFFICE SUPPLIES AND EXPENSE	9,129	6,002	9,000	0	9,000
51-40-250	EQUIPMENT-SUPPLIES & MAINT.	11,456	9,326	6,000	0	9,500
51-40-260	BLDGS & GROUNDS-SUPP. & MAINT.	0	0	0	0	0
51-40-270	UTILITIES/POWER	9,574	8,047	5,000	0	8,500
51-40-280	TELEPHONE	1,512	930	2,000	0	2,000
51-40-290	BAD DEBTS	618	0	0	0	0
51-40-310	PROFESSIONAL & TECH. SERVICES	261	0	0	0	0
51-40-330	EDUCATION AND TRAINING	680	461	1,000	0	1,000
51-40-480	SPEC. DEPT. SUPPLIES/CHEMICALS	16,550	4,486	11,000	0	11,000
51-40-510	INSURANCE AND SURETY BONDS	5,172	0	9,000	0	9,000
51-40-650	DEPRECIATION	225,009	0	0	0	0
51-40-740	CAPITAL OUTLAY - EQUIPMENT	0	0	10,000	0	10,000
51-40-810	DEBT SERVICE/BOARD OF WTR. RES	0	93,336	44,321	0	84,384
51-40-820	DEBT SERVICE - INTEREST	203,319	0	0	0	0
51-40-830	SWEEP FEES	1,989	0	0	0	0
51-40-910	TRANSFER TO GENERAL FUND/WATER	10,000	0	10,000	0	10,000
	Totals:	570,497	184,074	185,703	0	221,200
TRANSFERS & CONTRIBUTIONS						
51-90-100	CONTRIBUTIONS	(150,000)	0	0	0	0
	Totals:	(150,000)	0	0	0	0
	Expenditure Totals:	420,497	184,074	185,703	0	0
	WATER FUND Totals:	10,956 (	42,874)	0	0	0

100% Mick
100% Bessie
25% Larry

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Fut Year Budget	ADJUSTMENT
SEWER FUND						
OPERATING REVENUE						
52-37-100 SEWER SERVICES		33,454	29,822	34,336	0	40,716
52-37-200 CONNECTION FEES		0	0	1,500	0	
Totals:		33,454	29,822	35,836	0	40,716
MISCELLANEOUS REVENUE						
52-38-100 INTEREST EARNINGS		8,089	0	0	0	
52-38-140 TRANSFER FROM SPECIAL R		133,392	0	0	0	
52-38-900 MISCELLANEOUS		0	0	0	0	
Totals:		141,481	0	0	0	
Revenue Totals:		174,935	29,822	35,836	0	
EXPENDITURES						
52-40-110 SALARIES AND WAGES		3,562	7,589	10,550	0	10,000
52-40-130 EMPLOYEE BENEFITS		1,279	2,983	1,831	0	2,247.67
52-40-250 EQUIPMENT-SUPPLIES & MAINT.		4,026	814	4,000	0	4,000
52-40-260 BLDGS & GROUNDS-SUPP. & MAINT.		503	0	4,000	0	2,000
52-40-270 UTILITIES/POWER		761	456	1,400	0	1,000
52-40-510 INSURANCE AND SURETY BONDS		1,929	0	5,000	0	2,000
52-40-650 DEPRECIATION		75,698	0	0	0	
52-40-740 CAPITAL OUTLAY - EQUIPMENT		0	0	4,055	0	4,239.33
52-40-810 DEBT SERVICE - PRINCIPAL		0	8,027	0	0	10,284
52-40-820 DEBT SERVICE - INTEREST		100,355	0	0	0	
52-40-830 SWEEP FEES		537	0	0	0	
52-40-910 TRANSFER TO GENERAL FUND/SEWER		5,000	0	5,000	0	5,000
Totals:		193,650	19,869	35,836	0	40,716
Expenditure Totals:		193,650	19,869	35,836	0	
SEWER FUND Totals: (	18,715)		9,953	0	0	40,716

Acct No	Account Description	2000-01 Pri Year Actual	2001-02 Cur Year Actual	2001-02 Cur Year Budget	2002-03 Est Year Budget	ADJUSTMENT
GARBAGE FUND						
OPERATING REVENUE						
54-37-100	GARBAGE COLLECTION & SERVICES	48,804	45,971	44,244	0	54,500
54-37-200	CONNECTION FEES	0	0	0	0	0
54-37-300	SUNNYSIDE REIMBURSEMENT	8,970	2,441	6,500	0	2,500
	Totals:	57,774	48,412	50,744	0	59,000
MISCELLANEOUS REVENUE						
54-38-100	INTEREST EARNINGS	0	0	0	0	0
54-38-900	MISCELLANEOUS	0	0	0	0	0
	Totals:	0	0	0	0	0
	Revenue Totals:	57,774	48,412	50,744	0	0
EXPENDITURES						
54-40-110	SALARIES AND WAGES	0	0	0	0	0
54-40-130	EMPLOYEE BENEFITS	0	0	0	0	0
54-40-240	OFFICE SUPPLIES AND EXPENSE	0	0	0	0	0
54-40-250	EQUIPMENT-SUPPLIES & MAINT.	936	0	0	0	0
54-40-290	TRANSFER STATION	5,128	1,550	5,114	0	2,000
54-40-310	PROFESSIONAL & TECH. SERVICES	46,599	39,906	45,630	0	52,000
54-40-650	DEPRECIATION EXPENSE	391	0	0	0	0
54-40-740	CAPITAL OUTLAY - EQUIPMENT	0	0	0	0	0
54-40-820	DEBT SERVICE - INTEREST	0	0	0	0	0
54-40-910	TRANSFER TO GEN. FUND/GARBAGE	5,000	0	0	0	5,000
	Totals:	58,054	41,456	50,744	0	59,000
	Expenditure Totals:	58,054	41,456	50,744	0	59,000
	GARBAGE FUND Totals: (	280)	6,956	0	0	0
	Grand Totals: (	28,353)	191,586	(50,000)	0	0

Sort Criteria:

Account Acct No = All

Account Detail

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget	2002-03 Budget
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COMBINED CASH FUNDTAXES

31-100	CURRENT YEAR PROPERTY TAXES	113,300	113,300	113,300
31-200	DELINQUENT PROPERTY TAXES	1,000	2,143	1,813
31-300	SALES TAXES	70,000	30,000	34,119
31-340	MUN ENERGY TX PMT-UP&L	5,800	6,150	7,525
31-350	MUN ENERGY TX PMT- QUESTAR	5,500	6,200	7,028
31-400	FRANCHISE TAX PAYMENT-CAREMTEL	2,000	2,500	4,111
31-500	TAXES IN LIEU	5,500	10,000	16,279
31-600	MOBILE TELECOMMUNICATIONS TAX	0	200	277
TAXES Totals:		203,100	170,493	185,252

LICENSES AND PERMITS

32-100	BUSINESS LICENSES AND PERMITS	1,000	1,000	890
32-210	BUILDING PERMITS	0	0	0
32-250	ANIMAL LICENSES	1,000	1,000	877
32-260	RIDING CLUB LEASE REVENUE	0	1	1
LICENSES AND PERMITS Totals:		2,000	2,001	1768

INTERGOVERNMENTAL REVENUE

33-120	COUNTY GRANTS - PUBLIC SAFETY	0	0	0
33-200	STATE CEMETERY GRANT	0	0	0
33-400	STATE ARCHIVES GRANT	0	0	0
33-410	FIRE & RESCUE ACADEMY GRANT	3,600	2,600	12,962
33-450	AMB. TRAINING GRANT	24,000	5,000	5,974
33-560	CLASS "C" ROAD FUND ALLOTMENT	18,000	15,000	13,880
33-580	STATE LIQUOR FUND ALLOTMENT	600	600	102
33-585	LIQUOR PERMIT FEE	0	0	0
INTERGOVERNMENTAL REVENUE Totals:		46,200	23,200	32,918

CHARGES FOR SERVICES

34-220	SPEC POLICE PROTECTION SERV	0	0	0
34-300	SALES TAXES	0	0	0

act No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget	2002-03 9 mos Budget
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GENERAL FUNDCHARGES FOR SERVICES (Cont.)

34-560	AMBULANCE SERVICE FEES	32,200	43,000	27,585
34-600	TRAILER LOT RENTAL	0	0	0
34-700	PARK RENTAL AND DEPOSIT REVENUE	0	1,000	650
34-810	SALE OF CEMETERY LOTS	6,000	1,000	1,560
34-820	CEMETERY SERVICE FEES	700	500	1,175
34-900	MISCELLANEOUS SERVICES	0	0	0
34-910	COMMUNITY DAZE REVENUES	0	0	0
34-920	EMT ASSOCIATION REVENUE	0	0	0
34-930	FIREMAN ASSOCIATION REVENUE	0	0	0
CHARGES FOR SERVICES Totals:		38,900	45,500	31,975

FINES AND FORFEITURES

35-100	JUSTICE COURT FINES	1,050	1,000	545
FINES AND FORFEITURES Totals:		1,050	1,000	545

MISCELLANEOUS REVENUE

38-100	INTEREST EARNINGS - GENERAL	10,000	24,000	4610
38-200	INTEREST EARNINGS - CLASS C	1,800	8,000	1968
38-210	INTEREST EARNINGS-GENERAL FUND	0	10,000	0
38-300	INTEREST EARNINGS ESCROW WTSV	7,000	2,100	0
38-400	INTEREST EARNINGS-PTIF-CLAS C	1,500	0	0
38-450	INTEREST EARNED/PTIF/AMBULANCE	0	250	0
38-460	INTEREST EARNED/PTIF/WATER PRO	0	0	0
38-470	INTEREST EARNED/PTIF/SEWER PRO	0	0	0
38-480	INTEREST EARNED/JOHANSEN ESCROW	0	0	0
38-500	CITY RECREATION REVENUE	0	0	0
38-535	LIQUOR PERMIT FEE	0	0	0
38-600	SALE OF FIXED ASSETS	0	0	0
38-610	BANKRUPTCY CLAIMS	25,000	0	0
38-850	IMPACT MITIGATION REVENUE	0	0	0
38-900	SUNDRY REVENUES	250	100	7121
38-920	CHRISTMAS REVENUE	0	0	92
MISCELLANEOUS REVENUE Totals:		45,550	44,450	17,791

Account No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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GENERAL FUNDCONTRIBUTIONS AND TRANSFERS

39-200	TRANSFERS IN-WATER/SEWER FUND	0	0	<u>48429</u>
39-540	DONATIONS-TRIBUTE PARK	0	0	<u>0</u>
39-550	DONATIONS - CEMETERY IMPROVEME	200	0	<u>0</u>
39-580	DONATIONS - HISTORY BOOK SALES	200	100	<u>250</u>
39-570	DONATIONS - AMBULANCE SERVICES	1,000	300	<u>300</u>
39-590	DONATIONS - FIRE DEPARTMENT	300	500	<u>500</u>
39-830	DONATIONS-RESERVE FUND	25,000	0	<u>0</u>
39-880	DONATIONS-BEG CLASS C BALANCE	0	0	<u>0</u>
39-890	DONATIONS-BEG GEN FUND BAL	44,825	43,187	<u>77279</u>
CONTRIBUTIONS AND TRANSFERS Totals:		71,325	44,067	<u>126752</u>
Revenue Totals:		408,125	330,711	<u>393007</u>

LEGISLATIVE

41-110	SALARIES - MAYOR AND COUNCIL	8,787	7,800	<u>7200</u>
41-130	EMPLOYEE BENEFITS	657	0	<u>657</u>
41-210	COSTCO MEMBERSHIP FEES	0	0	<u>200</u>
41-230	TRAVEL	2,507	3,000	<u>2850</u>
41-240	OFFICE SUPPLIES AND EXPENSE	82	50	<u>67</u>
41-330	EDUCATION AND TRAINING	1,275	750	<u>1572</u>
41-510	INSURANCE & SURETY BONDS	0	0	<u>0</u>
41-540	CONTRIBUTIONS	0	1,000	<u>595</u>
41-610	MISCELLANEOUS SUPPLIES	75	50	<u>87</u>
41-620	MISCELLANEOUS SERVICES	4,345	1,500	<u>0</u>
LEGISLATIVE Totals:		17,686	14,150	<u>13828</u>

COURT

1-42-110	SALARIES AND WAGES	0	0	<u>0</u>
1-42-130	EMPLOYEE BENEFITS	0	0	<u>0</u>
1-42-230	TRAVEL	0	0	<u>0</u>
1-42-240	OFFICE SUPPLIES AND EXPENSE	0	0	<u>0</u>
1-42-310	PROFESSIONAL & TECHNICAL	3,600	8,000	<u>20318</u>
1-42-510	INSURANCE & SURETY BONDS	0	0	<u>0</u>
1-42-610	MISCELLANEOUS SUPPLIES	0	0	<u>0</u>
1-42-620	MISCELLANEOUS SERVICES	0	0	<u>0</u>

INSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (6/02)

Account No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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GENERAL FUND

COURT (Cont.)

COURT Totals: 3,800 8,000 20318

TREASURER / ADMINISTRATIVE

13-110	SALARIES AND WAGES	10,000	12,000	<u>11673</u>
13-115	SAL & WAGES-LIEU OF HEALTH INS	0	0	<u>0</u>
13-130	EMPLOYEE BENEFITS	2,753	2,500	<u>2510</u>
13-210	BOOKS, SUBSCRIPTIONS & MEMBERS	0	300	<u>185</u>
13-230	TRAVEL	225	800	<u>2000</u>
13-240	OFFICE SUPPLIES AND EXPENSE	100	100	<u>140</u>
13-270	UTILITIES	0	0	<u>0</u>
13-310	PROFESSIONAL & TECHNICAL	6,000	2,500	<u>8000</u>
13-440	BANK CHARGES	750	500	<u>189</u>
13-510	INSURANCE AND SURETY BONDS	300	750	<u>0</u>
13-620	MISCELLANEOUS SERVICES	1,000	1,000	<u>0</u>
13-740	CAPITAL OUTLAY - EQUIPMENT	1,000	3,000	<u>3000</u>
TREASURER / ADMINISTRATIVE Totals:		22,128	23,250	<u>27697</u>

RECORDER / ASSISTANT

14-110	SALARIES AND WAGES	11,766	15,400	<u>16663</u>
14-115	SAL & WAGES-LIEU OF HLTH INS	2,889	6,463	<u>6224</u>
14-130	EMPLOYEE BENEFITS	5,851	3,000	<u>3583</u>
14-210	BKS. SUBSCRIPTIONS, MEMBERSHIPS	0	0	<u>313</u>
14-220	PUBLIC NOTICES	860	880	<u>915</u>
14-230	TRAVEL	100	800	<u>1000</u>
14-240	OFFICE SUPPLIES AND EXPENSE	0	100	<u>50</u>
14-310	PROFESSIONAL & TECHNICAL SERVI	2,000	1,000	<u>2600</u>
14-510	INSURANCE AND SURETY BONDS	0	250	<u>250</u>
14-610	MISCELLANEOUS SUPPLIES	0	0	<u>0</u>
14-620	MISCELLANEOUS SERVICES	0	100	<u>100</u>
14-740	CAPITAL OUTLAY - EQUIPMENT	0	0	<u>3000</u>
RECORDER / ASSISTANT Totals:		23,272	27,993	<u>34758</u>

ELECTIONS

10-50-240	OFFICE SUPPLIES AND EXPENSE	1,000	1,000	<u>374</u>
10-50-310	PROF & TECH SERVICES - JUDGES	500	500	<u>150</u>

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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GENERAL FUNDELECTIONS (Cont.)

ELECTIONS Totals:	1,500	1,500	<u>524</u>
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GENERAL GOVERNMENT BUILDINGS

53-110	SALARIES & WAGES (CUSTODIAN)	1,300	2,000	<u>2,305</u>
53-130	EMPLOYEE BENEFITS	400	0	<u>497</u>
53-140	HEALTH BENEFITS	0	0	<u>0</u>
53-230	TRAVEL	0	500	<u>500</u>
53-240	OFFICE SUPPLIES & EXPENSES	4,300	4,000	<u>4,500</u>
53-250	EQUIP SUPPL & MAINTENANCE	7,282	5,000	<u>6,529</u>
53-260	BLGG & GRNDS-SUPPL & MAINTENAN	0	0	<u>294</u>
53-285	TRIBUTE PARK/EQUIPMENT & SUPPL	0	0	<u>0</u>
53-270	UTILITIES	1,000	0	<u>1,024</u>
53-280	TELEPHONE	1,700	1,500	<u>1,950</u>
53-300	CONTRIBUTIONS/MISCELLANEOUS	0	2,000	<u>500</u>
53-310	PROF/TECH/CASSELLE SUPPORT	2,530	2,000	<u>4,650</u>
53-330	EDUCATION/TRAINING	50	0	<u>0</u>
53-350	COMMUNITY DAZE EXPENDITURES	2,275	3,300	<u>3,300</u>
53-480	SPECIAL DEPARTMENT SUPPLIES	0	0	<u>0</u>
53-510	INSURANCE & SURETY BONDS	1,500	1,600	<u>1,394</u>
53-720	CAPITAL OUTLAY - BUILDINGS	5,000	0	<u>0</u>
53-730	CAPITAL OUTLAY - IMPROVEMENTS	6,000	0	<u>0</u>
53-740	CAPITAL OUTLAY - EQUIPMENT	2,000	0	<u>0</u>
53-800	SUNDRY EXPENSES/CASH SHORT	0	0	<u>0</u>
GENERAL GOVERNMENT BUILDINGS Totals:		35,317	21,900	<u>27,437</u>

POLICE/ANIMAL CONTROL/ENFORCE

54-230	TRAVEL	0	0	<u>0</u>
54-250	EQUIP SUPPL & MAINTENANCE	0	0	<u>0</u>
54-320	CARBON CO POLICE PROTECTION	11,000	11,000	<u>11,000</u>
54-330	POLICE PROTECTION/CITY FUNDS	12,000	12,000	<u>12,000</u>
54-335	ENFORCEMENT	0	0	<u>36</u>
54-350	IMPACT MITIGATION - E. CARBON	0	0	<u>0</u>
54-510	INSURANCE & SURETY BONDS	0	0	<u>0</u>
54-620	MISCELLANEOUS SERVICES	0	0	<u>0</u>
POLICE/ANIMAL CONTROL/ENFORCE Totals:		23,000	23,000	<u>23,036</u>

INSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (0/02)

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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GENERAL FUND

ANIMAL CONTROL

1-56-250	EQUIPMENT-SUPPLIES & MAINTENAN	0	3,000	
1-56-325	ANIMAL CONTROL	3,000	3,000	<u>3,000</u>
ANIMAL CONTROL Totals:		3,000	6,000	<u>3,000</u>

FIRE PROTECTION

1-57-110	SALARIES & WAGES (FIREMAN)	700	3,000	<u>200</u>
1-57-130	EMPLOYEE BENEFITS	225	200	<u>200</u>
1-57-230	TRAVEL	3,300	500	<u>3,501</u>
1-57-250	EQUIP SUPPL & MAINTENANCE	4,500	6,000	<u>10,000</u>
1-57-270	UTILITIES	1,000	1,000	<u>1,064</u>
1-57-320	VOLUNTEER FIREMAN MEETING FEE	2,000	2,000	<u>0</u>
1-57-330	EDUCATION AND TRAINING	2,550	2,150	<u>17462</u>
1-57-350	FIREMAN ASSOC EXPENSES	800	0	<u>0</u>
1-57-510	INSURANCE AND SURETY BONDS	2,820	800	<u>600</u>
1-57-610	MISCELLANEOUS SUPPLIES	50	50	<u>250</u>
1-57-740	CAPITAL OUTLAY - EQUIPMENT	3,000	2,300	<u>11,122</u>
FIRE PROTECTION Totals:		20,945	18,000	<u>34,759</u>

AMBULANCE

10-58-110	SALARIES AND WAGES	19,500	21,500	<u>49,300</u>
10-58-130	EMPLOYEE BENEFITS	850	2,000	<u>3,695</u>
10-58-230	TRAVEL	1,800	1,800	<u>2,965</u>
10-58-250	EQUIP SUPPL & MAINTENANCE	48,250	130	<u>1,0524</u>
10-58-270	UTILITIES	1,021	800	<u>1,064</u>
10-58-290	TELEPHONE	0	0	<u>25</u>
10-58-310	AMBULANCE PROF & TECHNICAL	0	0	<u>340</u>
10-58-320	EMT ASSN VOLUNTEER MEETING FEE	0	500	<u>500</u>
10-58-330	EDUCATION AND TRAINING	4,918	2,500	<u>3,864</u>
10-58-350	EMT ASSOC EXPENSES	3,000	0	<u>0</u>
10-58-510	INSURANCE AND SURETY BONDS	5,045	5,000	<u>31,000</u>
10-58-610	MISCELLANEOUS SUPPLIES	1,000	0	<u>0</u>
10-58-620	MISCELLANEOUS SERVICES	1,000	0	<u>776</u>
10-58-740	CAPITAL OUTLAY - EQUIPMENT	0	9,000	<u>0</u>
AMBULANCE Totals:		88,384	43,230	<u>75,203</u>

SUNNYSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (602)

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget	
GENERAL FUND				
BUILDING INSPECTION				
10-59-240	OFFICE SUPPLIES AND EXPENSE	1,000	1,000	<u>0</u>
10-59-250	EQUIP SUPPL & MAINTENANCE	0	0	<u>0</u>
10-59-310	PROF & TECHNICAL	0	0	<u>1,000</u>
10-59-510	INSURANCE & SURETY BONDS	0	0	<u>0</u>
10-59-620	STATE SURCHARGES/BLDG PERMITS	0	0	<u>0</u>
BUILDING INSPECTION Totals:		1,000	1,000	<u>1,000</u>

STREETS

10-60-110	SALARIES AND WAGES	8,674	12,000	<u>6,574</u>
10-60-130	EMPLOYEE BENEFITS	2,847	3,000	<u>1,414</u>
10-60-230	TRAVEL	100	750	<u>300</u>
10-60-240	OFFICE SUPPLIES AND EXPENSE	0	0	<u>0</u>
10-60-250	EQUIP SUPPL & MAINTENANCE	8,507	20,000	<u>5,000</u>
10-60-270	UTILITIES	150	1,000	<u>1,213</u>
10-60-280	TELEPHONE	0	500	<u>120</u>
10-60-310	PROF & TECHNICAL	1,300	1,000	<u>1,050</u>
10-60-330	EDUCATION AND TRAINING	400	1,000	<u>1,000</u>
10-60-480	SPECIAL DEPARTMENT SUPPLIES	0	0	<u>0</u>
10-60-510	INSURANCE & SURETY BONDS	2,004	1,500	<u>1,000</u>
10-60-610	MISCELLANEOUS SUPPLIES	300	300	<u>4,800</u>
10-60-620	MISCELLANEOUS SERVICES	500	500	<u>50</u>
10-60-650	OPERATING SUPPL-CLASS C	0	0	<u>0</u>
10-60-660	CLASS C PROFESSIONAL SERVICES	0	0	<u>0</u>
STREETS Totals:		24,582	41,550	<u>22,571</u>

PUBLIC WORKS

10-61-110	SALARIES AND WAGES	14,789	15,000	<u>9,643</u>
10-61-115	SALARIES & WAGES - LIEU OF HLT	5,213	5,000	<u>0</u>
10-61-130	EMPLOYEE BENEFITS	5,650	3,500	<u>2,073</u>
10-61-230	TRAVEL	100	500	<u>500</u>
10-61-240	OFFICE SUPPLIES AND EXPENSE	100	0	<u>0</u>
10-61-250	EQUIP SUPPL & MAINTENANCE	6,929	8,000	<u>9,528</u>
10-61-270	UTILITIES	0	0	<u>0</u>
10-61-275	UTILITIES-STREET LIGHTING	9,631	11,500	<u>12,000</u>
10-61-280	TELEPHONE	0	150	<u>200</u>
10-61-310	PROFESSIONAL & TECHNICAL	2,010	0	<u>0</u>
10-61-320	CONTRACT SERVICES-PROF & TECH	1,500	0	<u>0</u>
10-61-330	EDUCATION AND TRAINING	200	0	<u>0</u>

WINDSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (\$000)

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget	
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GENERAL FUND

PUBLIC WORKS (Cont.)

61-480	SPECIAL DEPARTMENT SUPPLIES	0	0	0
61-510	INSURANCE & SURETY BONDS	3,021	2,500	2,000
61-810	MISCELLANEOUS SUPPLIES	500	0	0
61-820	MISCELLANEOUS SERVICES	500	0	0
61-740	CAPITAL OUTLAY - EQUIPMENT	15,000	10,000	7,346
PUBLIC WORKS Totals:		65,123	54,150	43,290

SANITATION

62-110	SALARIES & WAGES	0	0	
62-130	EMPLOYEE BENEFITS	0	0	
62-320	CITY SANITATION GARS COLLECTIO	14,522	0	
62-510	INSURANCE & SURETY BONDS	1,216	0	
62-550	TRANSFER STATION EC CONTRACT	11,414	0	
620	MISCELLANEOUS SERVICES	0	0	
SANITATION Totals:		27,152	0	

PARKS

70-110	SALARIES AND WAGES	17,664	12,000	4,697
70-130	EMPLOYEE BENEFITS	7,500	4,000	1,010
70-230	TRAVEL	0	100	100
70-245	PARK RENTAL REFUND	0	100	100
70-250	EQUIP SUPPL & MAINTENANCE	7,100	10,275	8,139
70-260	PARK DEPOSIT REFUNDS	0	0	25
70-265	TRIBUTE PARK	225	0	0
70-270	UTILITIES	260	150	176
70-280	TELEPHONE	0	100	101
70-320	CONTRACTED LABOR	1,000	0	0
70-330	EDUCATION AND TRAINING	0	0	0
70-510	INSURANCE & SURETY BONDS	1,200	250	250
PARKS Totals:		34,949	26,975	14,598

RECREATION - CNTY LEISURE SERV

72-340	CARBON COUNTY RECREATION	1,250	1,500	1,000
72-360	CHRISTMAS	4,000	2,500	2,500
72-370	CITY RECREATION EXPENSES	0	0	0

UNNYSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (8/02)

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget	
<u>GENERAL FUND</u>				
<u>RECREATION - CNTY LEISURE SERV (Cont.)</u>				
0-72-380	HISTORY BOOK EXPENSES	0	0	<u>140</u>
0-72-510	INSURANCE & SURETY BONDS	0	0	<u>0</u>
RECREATION - CNTY LEISURE SERV Totals:		5,250	4,000	<u>3640</u>
<u>CEMETERY</u>				
0-77-110	SALARIES AND WAGES	4,703	3,000	<u>3879</u>
0-77-130	EMPLOYEE BENEFITS	1,601	1,300	<u>834</u>
0-77-210	OFFICE SUPPLIES AND EXPENSE	0	0	<u>0</u>
0-77-250	EQUIP SUPPL & MAINTENANCE	6,670	4,000	<u>3751</u>
0-77-280	TELEPHONE	0	100	<u>107</u>
0-77-310	PROFESSIONAL & TECHNICAL	1,641	100	<u>228</u>
0-77-330	CLEAN-UP SERVICES	0	0	<u>0</u>
0-77-510	INSURANCE & SURETY BONDS	570	600	<u>319</u>
0-77-740	CAPITAL OUTLAY - EQUIPMENT	0	2,000	<u>4800</u>
CEMETERY Totals:		15,585	11,100	<u>13928</u>
<u>Department 10-81</u>				
0-81-100	TRANSFER TO CAPITAL PROJECTS	6,000	0	<u>0</u>
Department 10-81 Totals:		6,000	0	<u>0</u>
<u>TRANSFER TO DEBT SERVICE FUNDS</u>				
10-90-100	TRANSFER TO DEBT SERVICE FUND	3,200	4,913	<u>33420</u>
10-90-870	USE OF RESTR/RESERVE FUND BALA	0	0	<u>0</u>
10-90-880	USE OF CL C ROAD FUND BALANCE	0	0	<u>0</u>
TRANSFER TO DEBT SERVICE FUNDS Totals:		3,200	4,913	<u>33420</u>
Expenditure Totals:		419,675	330,711	<u>393007</u>
GENERAL FUND Totals: (11,550)		0		<u>393007</u>

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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DEBT SERVICE FUNDREVENUE

1-30-100	ASSESSMENT FEE - GOB	0	13,996	<u>14,496</u>
1-30-200	FRANCHISE FEES - GOB	0	4,000	<u>4,000</u>
1-30-300	INTEREST EARNED GOB PTIF	0	800	<u>250</u>
1-30-400	PROPERTY TAX TRANSFER TO GF	0	0	
1-30-900	TRANSFER FROM GEN FUND-PROP T	0	18,504	<u>16,910</u>
	REVENUE Totals:	0	37,000	<u>35,656</u>
	Revenue Totals:	0	37,000	

EXPENDITURES

1-40-100	GOB PRINCIPAL REPAYMENT	0	9,000	<u>17,000</u>
1-40-110	TRANSFER FROM GENERAL FUND	0	18,504	<u>18,406</u>
1-200	GOB INTEREST EXPENSE	0	9,246	
40-300	GOB ADMINISTRATION FEE EXP	0	250	<u>250</u>
	EXPENDITURES Totals:	0	37,000	<u>35,656</u>
	Expenditure Totals:	0	37,000	
	DEBT SERVICE FUND Totals:	0	0	

Acct No	Account Description	2001-02 Cur Year Actual	2001-02 Cur Year Budget
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DEBT SERVICE FUNDREVENUE

1-30-100	ASSESSMENT FEE - GOB	16,452	13,996	<u>16,452</u>
1-30-200	FRANCHISE FEES - GOB	0	4,000	<u>0</u>
1-30-300	INTEREST EARNED GOB PTIF	262	500	<u>262</u>
1-30-400	PROPERTY TAX TRANSFER TO GF	0	0	<u>0</u>
1-30-500	TRANSFER FROM GEN FUND-PROP T	24,885	18,504	<u>24,885</u>
REVENUE Totals:		41,599	37,000	<u>35,021</u>
Revenue Totals:		41,599	37,000	

EXPENDITURES

1-40-100	GOB PRINCIPAL REPAYMENT	15,000	9,000	<u>15,000</u>
1-40-110	TRANSFER FROM GENERAL FUND	9,885	18,504	<u>9,885</u>
-200	GOB INTEREST EXPENSE	9,885	9,248	<u>9,885</u>
1-40-300	GOB ADMINISTRATION FEE EXP	251	250	<u>251</u>
EXPENDITURES Totals:		35,021	37,000	<u>35,021</u>

DEBT SERVICE FUND Totals:

Acct No	Account Description	2001-02 Cur Year Actual	2001-02 Cur Year Budget
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PENTA CREEK DEBT SERVICE

Income

Transfer from General Fund

15441Department 43-40

40-810	DEBT SERVICE - PRINCIPAL	9,000	0
40-820	DEBT SERVICE - INTEREST	6,441	0

9,0006,441

Department 43-40 Totals: 15,441 0

15441

Expenditure Totals: 15,441 0

PENTA CREEK DEBT SERVICE Totals: (15,441) 0

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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Capital Projects FundREVENUE

30-300	CAPITAL PROJECTS RESERVE	0	80,000	<u>60,000</u>
	REVENUE Totals:	0	80,000	<u>60,000</u>
	Revenue Totals:	0	80,000	

EXPENDITURES

40-400	Ambulance Expenditure city port	0	20,000	<u>0</u>
	EXPENDITURES Totals:	0	80,000	<u>60,000</u>
	Expenditure Totals:	0	80,000	

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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WATER/SEWER ENTERPRISE FUNDINTERGOVERNMENTAL REVENUE

1-33-400	STATE GRANTS CIB-WATER PROJECT	0	0
INTERGOVERNMENTAL REVENUE Totals:		0	0

OPERATING REVENUE

1-37-100	WATER SALES	62,819	95,560	127,023
1-37-101	INTEREST EARNED/PTIF WATER PROJ	0	50,022	0
1-37-120	SEWER SALES	16,045	57,840	53,512
1-37-121	INTEREST EARNED/PTIFSEWER PROJ	0	0	0
1-37-131	INTEREST EARNED/JOHANSEN ESCROW	0	0	0
1-37-200	CONNECTION FEES	880	500	675
1-37-300	PENALTIES & FORFEITURES	370	375	466
1-37-400	SANITATION SERVICES	11,750	0	16,209
<i>Transfer In</i> OPERATING REVENUE Totals:		91,664	204,297	360,711
				238,956

MISCELLANEOUS REVENUE

1-38-100	INTEREST EARNINGS ESCROW WT SV	0	0	0
1-38-150	SSCOGEN ACCESS OF PROPERTY PM	0	0	5000
1-38-200	SEWER CLEANING REVENUE	0	0	0
1-38-900	PLANNING GRNT FUNDS RECEIVED	0	0	0
MISCELLANEOUS REVENUE Totals:		0	0	5000
Revenue Totals:		91,664	204,297	243,956

WATER EXPENDITURES

1-51-110	SALARIES AND WAGES	14,303	15,000	16,500
1-51-115	TRANS TO WAT WAGES/GEN FUND TF	14,223	15,850	16,940
1-51-130	EMPLOYEE BENEFITS	3,688	6,000	4,623
1-51-210	BOOKS, SUBSCRIPTIONS & MEMBRSHI	0	500	257
1-51-230	TRAVEL	1,461	2,500	2,500
1-51-240	OFFICE SUPPLIES AND EXPENSE	162	150	157
1-51-250	EQUIP SUPPL & MAINTENANCE	900	2,800	9461
1-51-260	BLGD & GRNDS-SUPPL & MAINTENAN	0	0	0
1-51-270	UTILITIES	215	200	200
1-51-280	TELEPHONE	0	200	200

INNYSIDE CITY CORPORATION

Budget Worksheet
June 30, 2002 (602)

Acct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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WATER/SEWER ENTERPRISE FUND

WATER EXPENDITURES (Cont.)

51-51-310	PROFESSIONAL & TECHNICAL	500	10,000	<u>10000</u>
51-51-320	PROFESSIONAL & TECHNICAL	224	0	<u>0</u>
51-51-330	EDUCATION AND TRAINING	40	450	<u>1000</u>
51-51-420	BAD DEBTS	0	0	<u>0</u>
51-51-480	SPECIAL DEPARTMENT SUPPLIES	0	35,400	<u>35400</u>
51-51-510	INSURANCE AND SURETY BONDS	0	1,000	<u>1000</u>
51-51-610	MISCELLANEOUS SUPPLIES	0	0	<u>0</u>
51-51-620	MISCELLANEOUS SERVICES	392	422	<u>500</u>
51-51-650	DEPRECIATION	0	3,000	<u>3000</u>
51-51-680	EAST CARBON WATER TREATMENT	6,000	11,000	<u>16000</u>
51-51-740	CAPITAL OUTLAY - EQUIPMENT	0	7,000	<u>0</u>
51-51-750	CAPITAL OUTLAY-SPEC PROJECTS	0	0	<u>0</u>
51-51-790	CAPITAL OUTLAY - OTHER	0	0	<u>5000</u>
51-51-810	DEBT SERVICE - PRINCIPAL	8,250	9,000	<u>74000</u>
51-51-820	DEBT SERVICE - INTEREST	19,063	6,500	<u>3200</u>
51-51-910	TRANSFERS - GENERAL FUND	0	0	<u>0</u>
WATER EXPENDITURES Totals:		70,299	126,572	<u>149924</u>

SEWER EXPENDITURES

51-52-110	SALARIES & WAGES	4,250	10,000	<u>16240</u>
51-52-130	EMPLOYEE BENEFITS	2,579	1,200	<u>3492</u>
51-52-250	SUPPLIES/MAINTENANCE	757	650	<u>5000</u>
51-52-251	SEWER WORKER OT MEALS	0	0	<u>200</u>
51-52-270	UTILITIES	447	700	<u>600</u>
51-52-280	TELEPHONE	0	100	<u>100</u>
51-52-310	PROFESSIONAL & TECHNICAL	582	3,500	<u>8000</u>
51-52-320	CONTRACTED LABOR	0	16,250	<u>5000</u>
51-52-325	SEWER CLEANING EXPENDITURES	0	0	<u>1000</u>
51-52-510	INSURANCE & SURETY BONDS	1,000	1,000	<u>1000</u>
51-52-680	EAST CARBON SEWER REIMBURSE	0	0	<u>0</u>
WATER SEWER PRIN DUES		0	0	<u>51000</u>
SEWER EXPENDITURES Totals:		9,615	33,400	<u>71632</u>

SANITATION EXPENDITURES

51-53-110	SALARIES AND WAGES	0	0	<u>0</u>
51-53-130	EMPLOYEE BENEFITS	0	0	<u>0</u>
51-53-240	OFFICE SUPPLIES AND EXPENSE	0	0	<u>0</u>
51-53-320	CITY SANITATION-GARB COLLECTIO	0	15,000	<u>15000</u>
51-53-510	INSURANCE & SURETY BONDS	0	1,700	<u>1400</u>

ct No	Account Description	2000-01 Pri Year Budget	2001-02 Cur Year Budget
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WATER/SEWER ENTERPRISE FUND

SANITATION EXPENDITURES (Cont.)

3-550	TRANSFER STATION-EC CONTRACT	0	10,000	<u>6,000</u>
3-610	MISCELLANEOUS SUPPLIES	0	0	<u>0</u>
3-620	MISCELLANEOUS SERVICES	0	0	<u>0</u>
SANITATION EXPENDITURES Totals:		0	20,700	<u>22,400</u>
Expenditure Totals:		79,914	196,072	<u>243,956</u>
WATER/SEWER ENTERPRISE FUND Totals:		11,750	17,625	
Grand Totals:		200	17,625	

* Criteria:
Account Acct No = All
Account Detail

Written Comments (continued)

WC 126 (10 copies of this letter signed by 10 different people were received)

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. We didn't produce it, we shouldn't have it in our area.
 2. It will have a negative impact in an already sluggish area.
 3. Citizens were told ECDC would not house any nuclear waste, or dispose of any.
 4. Transportation of contaminated waste will affect every town along the railway.
 5. This should be dumped out in the desert away from residential communities.
- Please enter these comments into your permanent project records.

Thank you.

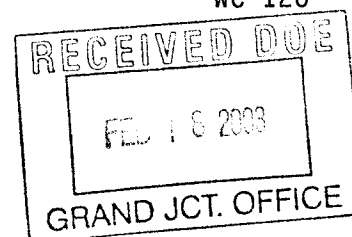
Signed Beverly Hart

Name Beverly Hart
Address 1433 W. 20th North
City, State, Zip Helper, UT 84526

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

FEB-10-2003 11:27

WC 126

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

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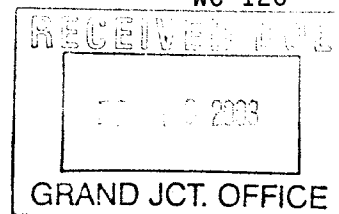
Thank you.

Signed

Name Lama L. Morhain
Address P.O. Box 318 - 1935 E. 100N.
City, State, Zip Wellington, Ut. 84542

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

FEB-10-2003 11:27

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

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- Please enter these comments into your permanent project records.

Thank you.

Signed Janet M. Roberts

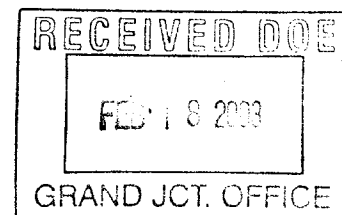
Name Janet M. Roberts
Address 1654 So. Hwy 10
City, State, Zip Pi. Co. Ut 84501

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



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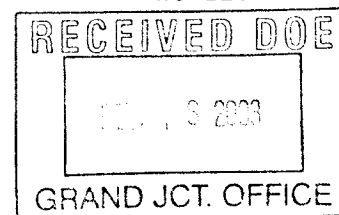
Signed

Name

Address

City, State, Zip

Jogette Perry
95 So. 100 E.
Huntington, UT 84528



Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

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2. It will have a negative impact in an already sluggish area.
3. Citizens were told ECDC would not house any Nuclear waste, or dispose of any.
4. Transportation of contaminated waste will affect every town along the railway.
5. This should be dumped out in the desert away from residential communities. and away from any project records.

Please enter these comments into your permanent project records. from any Danger in contaminating any underground waters.

Thank you.

Signed Larry J Roberts

Name Larry J Roberts
Address 1654 So Hwy 10
City, State, Zip Pace UT 84501

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

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- Please enter these comments into your permanent project records.

Thank you.

Signed Mary Musgrave

Name Mary Musgrave

Address PO Box 3180

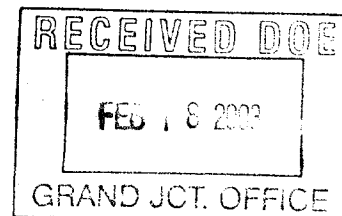
City, State, Zip Wellington, UT 84542

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



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Thank you.

Signed Mary Musgrave

Name Mary Musgrave

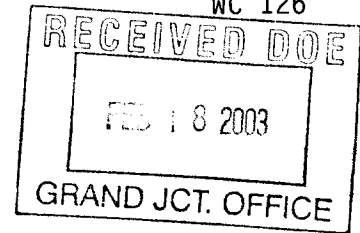
Address PO Box 3180

City, State, Zip Wellington, UT 84542

Why don't you dig holes in the already contaminated testing ground in Utah + bury it there.

Date 2/10/03

TO:



Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

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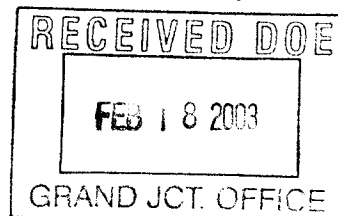
Thank you.

Signed

Name Robert J. Moulton
Address 1935 E 100 N P.O. 318
City, State, Zip Wellington UT, 84542

Why don't you dig holes in the already contaminated testing ground in Utah & bury it there.

WC 126

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

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- Please enter these comments into your permanent project records.

Thank you.

Signed

Name

TERRY ERCCELL

Address

151 W. 2100 N.

City, State, Zip

Hesper, UT. 84526

Date Jan. 14, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. I live in East Carbon & I drink the water etc.
2. I don't want these Tailings to come here.
3. When ECDC started there is one of the theagoreit super come in ECDC so it should be a automatic NO!
4. Why is there any question about them coming here?
5. There shouldn't be a landfill here at all. There should be a recycle center here like Forkle had.

Please enter these comments into your permanent project records.

Not a Landfill. Clean it up NOW!!!

Thank you.

Signed Sandra Stevens

Name Sandra Stevens

Address 172 W Geneva Dr. PO Box 113

City, State, Zip East Carbon City, Col.

84520-0113

Date 2-12-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. The HAZARDS OF TRANSPORTATION FROM ONE SITE TO THE OTHER.
2. THE HIGH COST OF TRANSPORTATION
3. I WOULD SOONER SEE THEM STORE THE TAILING CLOSER TO THE SITE OR CONTAIN THEM ON THE
4. EXISTING SITE.
- 5.

Please enter these comments into your permanent project records.

Thank you.

Signed Joe Iriani

Name JOE IRIANI

Address 7465 SO 1500 E

City, State, Zip PRICE UT 84501

Date Feb. 8, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. *The Health of My Children & Grandchildren*
2. *The Quality of our drinking water and if it will be good for drinking with out having to filter it.*
3. *The Soil being safe to plant a garden each year.*
4. *The Quality of air we breathe and if it will cause other Breathing Problems.*
5. *And if this will open the flood gates for other ~~contaminated~~ ^{contaminated} soil being brought into our area.*

Please enter these comments into your permanent project records.

*I don't want our County and State know for ~~contaminated~~ ^{contaminated} soil of
Thank you. ~~the~~ ^{the} World dumping ground.*

Signed

Name Lillie M. Sandhubs
Address P.O. Box 289
City, State, Zip Wellington, UT. 84542

Date Feb 12 2003



TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

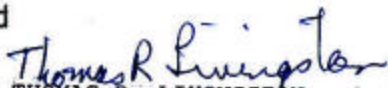
My concerns are as follows:

1. It should not be moved. It should be capped and left where it is.
2. We have high winds in Carbon and Emery counties, and the danger of spreading radioactive waste to sensitive areas is too great to store it at ECDE.
3. If it is moved, it should be stored at the nearest site to Moab.
4. Our water supplies are very limited in this desert area, and the possibility of contaminating the water source is too great a risk to even think about ECDC.
5. I believe we have been subjected to Down Winder episodes too often in the past to take another chance of this happening.

Please enter these comments into your permanent project records.

Thank you.

Signed


Name THOMAS R. LIVINGSTON
Address 320 N. 600 E.
City, State, Zip Price, Utah 84501

Date Feb 12, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. It should not be moved. It should be capped and left where it is.
2. We have high winds in Carbon and Emery Counties, and the danger of spreading radioactive waste to sensitive areas is too great to store it at ECDC.
3. If it is moved, it should be stored at the nearest site to Moab.
4. Our water supplies are very limited in this desert area, and the possibility of contaminating the water source is too great a risk to even think about ECDC.
5. I believe we have been subjected to Down Winder episodes too often in the past to take another chance of this.

Please enter these comments into your permanent project records.

Thank you.

Signed Dorothy Livingston

Name DOROTHY LIVINGSTON

Address 320 N. 600 E.

City, State, Zip Price, Utah 84501

Date 2.12.02



TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. *HEALTH & SAFETY OF CITIZENS OF CARBON - ENERGY CO. CHILDREN, GRAND CHILDREN & GREAT GRAND CHILDREN*
2. *TRANSPORTATION OF HAZARDOUS MATERIALS ON OUR ROADS & RAILROADS, ACCIDENTS & SPILLS -*
3. *CONCERNED OF OUR WATER SUPPLY, WIND & DUST TO OUR AREA*
4. *ECONOMIC GROWTH*
5. *IF THEY START, WHAT NEXT? & HOW MUCH MORE? HAZARDOUS MATERIAL?*

Please enter these comments into your permanent project records.

Thank you.

Signed *John M. Lianaster*

Name *John M. Lianaster*

Address *1110 W 2060 N*

City, State, Zip *Albany, UT 84526-2425*



Date February 11, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. When ECDC was built (approval given) no hazardous waste was supposed to be put there.
2. In time the underground water will be affected.
3. There could be a problem in transporting this far.
4. The Carbon County miners have enough lung problems with the coal mines; do they still have to suffer with this contaminated dust?
5. Why not give it to the entity who wants it? It would help their employment problem and their people would offer NO objections.

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Paul B. O'Brien
Address 275 East 3000 South
City, State, Zip Price UT 84501



Date 2-11-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. TRANSPORTING SPILLS AND MORE VEHICLES ON THE NARROW SINGLE HIWAY, DANGEROUS ALREADY
2. SEEPING INTO THE WATER AT VARIOUS LOCATION
3. THE RESIDENT HELPED PAY AN ~~DEVELOP~~ DEVELOP THE SITE BUT THE COMPANY WILL ONLY BENEFIT
4. STORE OR DISPOSE OF IT WHERE IT WAS PRODUCED
5. BESIDES IT HAS BEEN APPROVED TO GO TO SKULL VALLEY, NO ONE WANTS ALL THE WASTE HERE, NO WAY

Please enter these comments into your permanent project records.

Thank you.

Signed Robert Radakovich
Name ROBERT RADAKOVICH
Address 340 NO. 6TH EAST
City, State, Zip PRICE, UTAH

Date 2/10/03



TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Most of the residents are elderly.
2. Most of the population has no medical insurance
3. Most of the area is heavily populated with people
4. Can you imagine cancer more rampant
5. Would you like poison on your water set back 40 years

Please enter these comments into your permanent project records.

Thank you.

Signed Dora Smith

Name Dora Smith

Address 1002 S. 3rd E.

City, State, Zip Price, Utah, 84501

Date 2/10/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Who in their right mind would want poison
 2. Most of the population are elderly
 3. Can you imagine cancer more rampant!
 4. Would you like poison in your glass of water!
 5. No employment, no people, nobody. A Big ghost town
Price Ut
EAST CARB
- Please enter these comments into your permanent project records.

Thank you.

Signed

Name HENRY C. Smith
Address 602 S. 3rd
City, State, Zip Price, Ut 84501

Date 2-10-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. *Radioactive material in ECOC*
 2. *Travel of this radioactive material thru Utah by whatever means over one of the most dangerous highways in the U.S.*
 3. *Contamination of Ground water*
 4. *Contamination of East Carbon from wind*
 5. *Contamination of floods - from ECOC to Price River - to the Gnan River to the Colorado River - all the way to the*
- Please enter these comments into your permanent project records.

Pacific Ocean

Thank you.

Signed Susan P. Critchlow

Name Sue Critchlow

Address PO Box 485

City, State, Zip Wellington, UT 84542

Think About It!

S

Date Feb-12-2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. I think its terrible to spread it around so much -
2. Our children need protected -
3. I think its terrible to bring such trouble to our families -
4. Please don't harm our people here -
5. I think its terrible to expose us here -

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Molly M. Harrison
Address Box 193
City, State, Zip East Carbon, UT

Date February 12, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. I consider the effects of uranium poisoning as a death knell to those who have encountered the work as uranium miners.
3. My husband, Victor Lipsey died on Sept 30, 1962 as a result of working at Monogram Mine then at the mill at
4. Uranium until it closed in 1945

Please check
Please enter these comments into your permanent project records.

Thank you.

Signed

Name Mildred B. Lipsey
Address 131 Denver Ave. Box 514
City, State, Zip East Carbon, Ut. 84520

Date 2-12-2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

DOE - Grand Junction
Office -

Taking comments until
Feb. 14

1-800-637-4575



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Dust will contaminate ~~the~~ area of East Carbon
2. Health Safety & Welfare of East Carbon Citizens
3. So close to the Cities of East Carbon & Sannyrid
4. Water shed
5. Cannot be safely moved from Moab

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Julie Warner
Address Box 43
City, State, Zip East Carbon UT

DOE - Grand Junction
Office -

Taking comments until
Feb. 14

Date 2-12-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

1-800-637-4575



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Contamination
2. Health & safety of citizen
3. To close to towns of E Carbon, Calumet & Sunnyside
4. Water shed
5. Dust

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Ray Hall
Address 100 Denver Ave Box 165
City, State, Zip East Carbon UT 84520

Date Feb 12, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

DOE - Grand Junction
Office -

Taking comments until
Feb. 14

1-800-637-4575



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Health of people
2. Contamination of water
3. Air quality
4. To close to City
5. Cannot be moved safely from Moab

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Maya Ann Galloway
Address 332 Canyon
City, State, Zip East Carbon, UT 84520

Date 2-12-2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

DOE - Grand Junction
Office -

Taking comments until
Feb. 14

1-800-637-4575



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Dust will contaminate area
2. Health, Safety of citizens in East Carbon
3. So close to the cities of East Carbon & Sunnyside
4. Water shed
5. Cannot safely be moved from most.

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Shirley Lunter

Address Box 168

City, State, Zip East Carbon UT

Date 2-12-03



TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. ECDC was not to receive contaminated material when it was originally built - that should be the same now.
2. Consider the effect on a long term. Look what happened with people downwind from the fall out
3. of atomic testing in Nevada. Twenty years later they (many) people died from cancer. Traced
4. directly to fall out. With thousand of trucks
5. over many years. You will be able to shovel it off the road, highway 50-6.

Please enter these comments into your permanent project records.

Thank you.

Signed Frances Harris

Name Frances Harris
Address 400 Berkeley Ave.
City, State, Zip East Carbon, Ut
84520

Date FEB. 12, 2003

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. *Why disturb what is all ready buried.*
2. *Cover the tailings with a mountain of dirt.*
3. *The dust coming from the E.C.D.C. dump will during the transfer period completely cover the town of East Carbon.*
4. *You will spread dust for 100 miles along highway 50-6 contaminating - Crestent Junction - Green River*
5. *Wood Side, Let alone what will also blow to Wellington, Price - during the transfer.*

Please enter these comments into your permanent project records.

Thank you. *Grand County benefited from the boom keep their problem there, don't bring their radio-active tailings to Carbon County.*

Signed *William Harris - Frances Harris*

Name William Harris - Frances Harris

Address 400 Beckley Avenue

City, State, Zip East Carbon, Utah

84520



Date 2-12-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Air And Water Supply will be harmed
2. Cancer rates will go up.
3. Our food in the gardens will be damaged
- 4.
- 5.

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Rose A. McKenna
Address 225 N Carbon Ave
City, State, Zip Price, UT 84501

Date 2-13-03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Why ship them 100+ miles to E.C. when Klondike & Crescent Jct. are so much closer.
2. Any number of things could happen shipping them that far.
3. The leaching of this highly volatile material is of great concern of ground water & what it could do to livestock & wild life.
4. They have been in place in Moab for X-years do you have to move them at all.
5. What happens when you blow this pile up?

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Kenneth O. Taylor
Address 240 N. 6th Ave.
City, State, Zip Price, Utah 84501

Date 2/13/03

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503



This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. *Safety in transporting uranium tailings*
2. *EG&G is not licensed to handle radio-active materials*
3. *Contamination of water & air from the tailings*
4. *Am against removing the tailings from where*
5. *they are & believe they should be contained & covered where they are.*

Please enter these comments into your permanent project records.

Thank you.

Signed *Vena Tryon*

Name VENA TRYON
Address 240 N 6th Ave
City, State, Zip PRICCO UT 84501

Date 2-12-03



845-4637-4575

TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. I think they should leave them
2. down Grand Fork - there's plenty of
3. land down there & I think it's
4. foolish to back the pump there could
5. cause

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Barbara Proctor
Address Box 3, Highway 12, Hatch 84539
City, State, Zip

Date Feb 8th 03



TO:

Joel Berwick
U. S. Department of Energy (DOE)
Grand Junction Office
2597 B 3/4 Road
Grand Junction, CO 81503

This is an official notice to the DOE registering my objections to any plans being considered to move 13 million tons of contaminated uranium tailings from Grand County, Utah to East Carbon, Carbon County, Utah.

My concerns are as follows:

1. Health and safety for Grandchildren?
2. Potential Accidents and spills?
3. Limited water supply
4. Potential Accidents and spills?
5. First 13 million tons of contaminated/radioactive, what comes next?

Please enter these comments into your permanent project records.

Thank you.

Signed

Name Rhea Timothy
Address 20 E 2nd St. Po Box 47
City, State, Zip Wellington UT 84542